

1 **G. PATRICK CIVILLE**
2 **JOYCE C.H. TANG**
3 **CIVILLE & TANG, PLLC**
330 HERNAN CORTEZ AVENUE, SUITE 200
HAGÂTÑA, GUAM 96910
TELEPHONE: (671) 472-8868/69
4 FACSIMILE: (671) 477-2511
EMAIL: pciville@civilletang.com

5 *Attorneys for Plaintiff/Relator*
6 *Ravindra Gogineni*

7
8 **IN THE UNITED STATES DISTRICT COURT OF GUAM**

9 UNITED STATES OF AMERICA, *ex rel.* and
10 RAVINDRA GOGINENI,

11 Plaintiffs/Relator,

12 vs.

13 FARGO PACIFIC INC., EDGAR L.
14 McCONNELL, and JAY S.H. PARK,

15 Defendants.
16
17
18
19
20
21
22
23
24
25
26
27
28

CIVIL CASE NO. 17-00096

**RELATOR'S REQUEST FOR JUDICIAL
NOTICE IN SUPPORT OF RELATOR'S
OPPOSITION TO MOTION TO DISMISS**

1 Plaintiff/Relator RAVINDRA GOGINENI (“Relator”) respectfully requests that the Court
2 take judicial notice of **Exhibit A, Exhibit B, and Exhibit C** attached hereto, which supports his
3 Opposition to Defendants’ Motion to Dismiss (“Relator’s Opposition”) filed concurrently herewith.

4 Rule 201 of the Federal Rules of Evidence (“FRE”) applies to judicial notice of adjudicative
5 facts and states that a “court may judicially notice a fact that is not subject to reasonable dispute
6 because it: (1) is generally known within the trial court’s territorial jurisdiction; or (2) can be
7 accurately and readily determined from sources whose accuracy cannot reasonably be questioned.”
8 FRE 201(b). FRE 201 further states that a court “must take judicial notice if a party requests it and
9 the court is supplied with the necessary information.” FRE 201(c)(2).

10 This court has previously held that it may take judicial notice of “public records.” *United*
11 *States v. Gov’t*, No. CV 02-00022, 2013 WL 4496917, at *5 (D. Guam Aug. 21, 2013). Public
12 records include documents received from governmental agencies in response to public records
13 requests. *See In re Am. Apparel, Inc. S’holder Litig.*, 855 F. Supp. 2d 1043, 1064 (C.D. Cal. 2012)
14 (“Because plaintiffs obtained the documents by making a FOIA request, the court will take judicial
15 notice of them as matters of public record.”) (citing *Silverstrand Investments v. AMAG*
16 *Pharmaceuticals, Inc.*, Civil Action No. 10-10470-NMG, 2011 WL 3566990, *4 (D.Mass. Aug. 11,
17 2011)); *Krzesniak v. Cendant Corp.*, No. C 05-05156 MEJ, 2007 WL 640594, at *2 (N.D. Cal. Feb.
18 27, 2007) (granting unopposed request for judicial notice of contents of public records request and
19 governmental agency’s response to public records request). Public records also include letters sent
20 between government contractors and government officials. *See, e.g., South Carolina v. United*
21 *States*, No. 1:16-CV-00391-JMC, 2017 WL 976298, at *5 (D.S.C. Mar. 14, 2017) (finding that a
22 letter from a government contractor to a U.S. Representative is a public record subject to judicial
23 notice).

24 Exhibit A is true and correct copy of Relator counsel’s July 16, 2017 public records request to
25 the Small Business Administration (“SBA”) and the public records received by Relator from the SBA
26 in response to Relator’s public records request. Specifically, Exhibit A consists of (a) Relator’s July
27 16, 2017 public records request; and (b) correspondence between SBA and Defendants Jay S.H. Park
28 and Fargo Pacific, Inc. (“Fargo”) that reflect the status of Fargo as an 8(a) program participant.

1 Exhibit A is relevant to the arguments raised in Relator's Opposition to Motion to Dismiss, and
2 provides necessary background and support for Relator's arguments. Relator requests that the court
3 take judicial notice of Exhibit A, attached hereto.

4 Relator also requests that the court take judicial notice of Exhibit B, which is the Request for
5 Proposal No. N40192-06-R-2540 (Roofing IDIQ Contract) issued by Naval Facilities Engineering
6 Command, Marianas on April 12, 2006 (the "RFP"). *See United States v. Savannah River Nuclear*
7 *Sols., LLC*, No. 1:16-CV-00825-JMC, 2016 WL 7104823, at *8 (D.S.C. Dec. 6, 2016) (finding that,
8 "the court may take judicial notice of the RFP, pursuant to Fed. R. Evid. 201, because it is a matter of
9 public record."); *Bekele v. Ford*, No. C 11-01640 WHA, 2011 WL 4368566, at *3 (N.D. Cal. Sept.
10 17, 2011) (finding that RFP No. SFMTA2008/09-3 and other documents were "matters of public
11 record and contain adjudicative facts").

12 Here, judicial notice of the RFP is warranted because it is a public record, and because it is
13 central to Relator's claims against Defendants. The RFP establish that the 2006 IDIQ Contract was
14 set aside for 8(a) certified contractors under the Small Business Association's ("SBA") 8(a) Business
15 Development Program, and that teaming arrangements may be used by 8(a) concerns competing for
16 the contract but must be disclosed and approved beforehand. The RFP resulted in the award of the
17 2006 IDIQ Contract to Defendant Fargo, and as alleged throughout Relator's First Amended
18 Complaint, the award was illegally obtained by Defendant Fargo, an 8(a) certified contractor, who
19 did not disclose to the United States government that it was acting under a *de facto* joint venture
20 arrangement with Defendant Edgar McConnell, a non-disadvantaged individual. *See First Amended*
21 *Complaint*, ¶¶ 75-76, 79-81, 86, 122 (Doc. 20, May 30, 2019). Based on the foregoing, Relator
22 requests that the court take judicial notice of Exhibit B, attached hereto.

23 Exhibit C are copies of the 8(a) Annual Update self-certification SBA Form 1450 (1-06)
24 which was in effect from January 2006 through January 2009, and Form 1450 (02-09) which was in
25 effect from February 2009 to January 2013 (collectively referred to as "Form 1450"). Federal Rule
26 of Evidence 201 grants the court the ability to take judicial notice of a fact that is not subject to
27 reasonable dispute because it can be accurately and readily determined from sources whose accuracy
28 cannot reasonably be questioned. Fed.Evid.R. 201(b)(2). Under this rule, courts can take judicial

1 notice of public records and government documents available from reliable sources on the Internet
2 such as websites run by governmental agencies. *See Daniels-Hall v. National Education Association*,
3 629 F.3d 992, 999 (9th Cir. 2010) (taking judicial notice of information on the websites of two school
4 districts because they were government entities); *see also Dimas v. JPMorgan Chase Bank, N.A.*, No.
5 17-CV-05205-LHK, 2018 WL 809508, at *4 (N.D. Cal. Feb. 9, 2018) (court taking judicial notice of
6 the Informational Copy of the 2015 Tax Year 1099-C form available on the IRS's website). Here, the
7 SBA Form 1450 is available on the SBA website. Form 1450 bears the SBA seal and is approved by
8 the Office of Management and Budget. Form 1450 itself is not subject to reasonable dispute, and the
9 SBA website's hosting of the accurate Form 1450 cannot reasonably be questioned. Thus, the Court
10 can take judicial notice of Form 1450.

11 Judicial notice of the Form 1450 is appropriate because it is a public record, and because it is
12 central to Relator's claims against Defendants. Between 2006 – 2011, Fargo submitted self-
13 certifications Form 1450 to the SBA in order to qualify as an 8(a) entity. The 1450 Form requires in
14 Question No. 15 that Fargo disclose whether it is in a joint venture agreement, and requires Fargo to
15 identify for each contract, the award date, the joint venture name and joint venture partner. Fargo did
16 not disclose in Form 1450 its secret joint venture agreement with McConnell relating to the 2006 and
17 2009 IDIQ contracts in the Form 1450 it submitted annually to the SBA. Fargo further certified that
18 it met all the 8(a) program eligibility requirements and "that all information submitted in the Annual
19 Update, attachments, and the personal financial statements is true correct and accurate." Based on
20 the foregoing, Relator requests that the court take judicial notice of Exhibit C, attached hereto.

21 For the Court's convenience, the exhibits attached hereto have been bates stamped.

22 Respectfully submitted this 30th day of August, 2019.

23 **CIVILLE & TANG, PLLC**

24 By: /s/ G. Patrick Civile
25 **G. PATRICK CIVILLE**
26 *Attorneys for Plaintiff/Relator*
27 *Ravindra Gogineni*
28

EXHIBIT A

CIVILLE & TANG, PLLC

www.civilletang.com

Sender's Direct E-Mail:
jtang@civilletang.com

June 16, 2017

VIA E-MAIL
FOIA@sba.gov

Chief, Freedom of Information/Privacy Acts Office
U.S. Small Business Administration
409 3rd St., SW 8th Floor
Washington, DC 20416

Re: FOIA REQUEST RE: Fargo Pacific Inc.

Dear Sir/Madam:

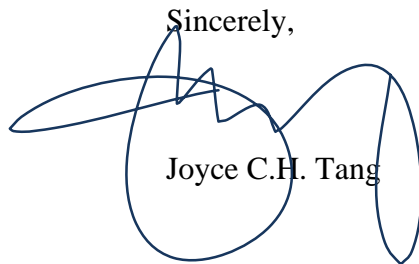
Pursuant to the Freedom of Information Act, 5 U.S.C. §552, please provide any and all documentation (including correspondences) and information relating to **Fargo Pacific Inc.** ("Fargo"), DUNS #779908722:

1. Application for admittance into the SBA 8(a) Business Development Program;
2. Annual renewals of 8(a) certification;
3. Completion of and graduation from the 8(a) program;
4. Any investigations and disciplinary actions;
5. Section 8(a) set-aside contracts; and
6. Other documents provided by Fargo to SBA including:
 - a. Financial Statements (including Balance Sheets and Profit and Loss Statements)
 - b. Proof of any transfer of assets to/from Fargo
 - c. Proof of any transfer of assets to/from any of Fargo owners

If possible, please provide responsive documents in electronic format to jtang@civilletang.com. Please let me know when this information will be available and what the cost will be for research or copies. If you deny any of these requests, please cite the specific exemption justifying your refusal to release the information.

If you have any questions regarding this request, please feel free to contact me. Thank you very much.

Sincerely,



Joyce C.H. Tang

330 Hernan Cortez Avenue, Suite 200 • Hagåtña, Guam 96910
T: (671) 472-8868/9 • F: (671) 477-2511



U.S. Small Business Administration

HAWAII DISTRICT OFFICE
300 ALA MOANA BOULEVARD, SUITE 2-235
HONOLULU, HI 96850
808-541-2990 • 808-541-2976 (FAX) • 808-541-3650 (TDD)

12-20-06

Fargo Pacific, Inc.
PO Box 2492
Hagatna, Guam 96932-2492

Attn: Jay Park

RE: ANNUAL PROGRAM UPDATE

The U.S. Small Business Administration (SBA) has completed its review of your 8(a) Annual Update (SBA Form 1450) and supporting documentation for program year Sept. 10, 2005 to Sept. 10, 2006. The Hawaii District Office received this information on Sept. 8, 2006. It is our determination that your firm continues to meet the criteria for 8(a) status.

The SBA is concerned that the revenues generated during FY 05 were 100% 8(a) revenues. The 8(a) Business Development program is not designed to create a dependency upon the program therefore please review the information below carefully.

The SBA is happy to see your firm seeking competitive contract opportunities using teaming arrangements. Please be aware however that it is very easy to create a situation where a de facto joint venture is created. In other words, the transfer of the control of the teaming arrangement from Fargo Pacific to the sub contractor could result in the SBA declaring the project a joint venture and as you are aware, joint ventures on 8(a) contracts require the prior approval of the SBA. If the SBA were to declare your project a joint venture, then you would no longer be able to perform on that contract since the joint venture did not obtain prior approval. The easiest way to avoid this possibility is to ensure that there is absolutely no question in any casual observer's mind that Fargo Pacific is in charge of the projects and has Fargo's employees as the key decision makers.

Support Levels are set as follows:

	Next Program Year
8(a) Support	\$4,000,000
NON 8(a) Support	\$2,000,000
TOTAL Support	\$6,000,000

Currently the 8(a) program does not stipulate the establishment of "support levels" of 8(a) and non-8(a) revenues. However, if support monitoring is re-established, the procedures for requesting an increase in your support level(s) or changes in your SIC code(s), now referenced as North American Industry Classification System (NAICS), will be provided by SBA.

The following information is intended for firms in the transition stage of the program,

EX.A-0002

years five (5) – nine (9). Your firm began the transition stage on Sept 10, 2006; therefore carefully review the following:

As the attached page indicates, when your firm is in the 1st year of the transition stage, the target range is **15%**. Once in the transition stage, failure to comply with required percentages will affect your 8(a) contract support levels.

For SBA to continue to support your firm with 8(a) contracts, it will be necessary for you to continue to develop your commercial and non 8(a) government markets. It is necessary for you to increase the amount of sales that are not attributable to 8(a) contracts. Public Law 100-656 requires percentages of non 8(a) revenues that must be attained after the fifth year of participation as follows:

Transition Year #	% of Total Revenues of non 8(a) Contracts percentage:
1 st Year	15
2 nd Year	25
3 rd Year	35
4 th Year	45
5 th Year	55

Contracts are not guaranteed by SBA, but we will do everything we can to help you meet the support level objectives. I am confident that your company will continue to meet your business goals. In this regard, SBA wishes you success.

If you have questions, please contact me at jasper.corbett@sba.gov.

Sincerely,



Jack Corbett
Business Development Specialist
8(a) Business Development

EXHIBIT B

Request for Proposal N40192-06-R-2540

Roofing IDIQ Contract,

Various Locations, Guam

Naval Facilities Engineering Command,

Marianas

Table of Contents

A. Solicitation Form 1442 - Document 00100

B. Price Schedule - Document 00101

- 1. Exhibit A – Base Period**
- 2. Exhibit B – Option Period 1**
- 3. Exhibit C – Option Period 2**
- 4. Exhibit D – Option Period 3**
- 5. Exhibit E – Option Period 4**

C. Instructions to Proposers - Document 00201

D. Evaluation Factors for Award - Document 00210

E. Representations and Certifications - Document 00600

F. Contract Clauses (Full Text) – Document 00710

G. Contract Clauses (By Reference) – Document 00720

Request for Proposal N40192-06-R-2540

Roofing IDIQ Contract,

Various Locations, Guam

Solicitation Form 1442

SOLICITATION, OFFER, AND AWARD <small>(Construction, Alteration, or Repair)</small>		1. SOLICITATION NO. N40192-06-R-2540	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 12-Apr-2006	PAGE OF PAGES 1 OF 6
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY COMMANDING OFFICER - NAVFAC MARIANAS PSC 455, BOX 195 FPO AP GU 96540-2937 TEL: FAX:		CODE N40192	8. ADDRESS OFFER TO (If Other Than Item 7) CODE See Item 7 TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME KAY L. MACHACEK		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 671-339-1135		
SOLICITATION					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date): Roofing IDIQ Contract, Various Locations, Guam <ul style="list-style-type: none"> - Request for Proposal N40192-06-R-2540, Roofing IDIQ Contract, Various Locations Guam - This is a competitive 8(a) procurement. - Issued pursuant to the Small Business Competitiveness Demonstration Program. - Estimated Range is between \$10,000,000.00 and \$25,000,000.00. - A one time site visit is scheduled for 27 April 2006 at 9:00 a.m. Contact Kay Lynn Machacek at 339-1135 for any questions or clarifications. - The following must be submitted with your proposal: <ul style="list-style-type: none"> Completed Price Schedule for Base Period and Four Option Periods, Document 00101 Completed Representations and Certifications, Document 00600 Acknowledgement of all Amendments 20% Bid Guarantee Proposal Documents: <ul style="list-style-type: none"> - Solicitation Offer and Award SF-1442 - Price Schedule, Document 00101 - Instructions to Proposers, Document 00201 - Evaluation Factors for Award, Document 00210 - Representations and Certifications, Document 00600 - Contract Clauses, Documents 00710 and 00720 					
11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)					
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				12B. CALENDAR DAYS	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>2</u> copies to perform the work required are due at the place specified in Item 8 by <u>04:30 PM</u> (hour) local time <u>12 May 2006</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>											
OFFER (Must be fully completed by offeror)											
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>						
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14						
CODE		FACILITY CODE									
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>											
AMOUNTS		SEE SCHEDULE OF PRICES									
18. The offeror agrees to furnish any required performance and payment bonds.											
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>											
AMENDMENT NO.											
DATE											
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE				20C. OFFER DATE		
AWARD (To be completed by Government)											
21. ITEMS ACCEPTED:											
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA									
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)					
26. ADMINISTERED BY			CODE		27. PAYMENT WILL BE MADE BY:						
					CODE						
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE											
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.						
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>						
30B. SIGNATURE			30C. DATE		TEL:			EMAIL:			
					31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE			

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0001	Roofing IDIQ, Base Period FFP FOB: Destination				

BASE PERIOD
AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0002	Roofing IDIQ, Option Period 1 FFP FOB: Destination				

OPTION
PERIOD 1
AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0003	Roofing IDIQ, Option Period 2 FFP FOB: Destination				

OPTION
PERIOD 2
AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0004	Roofing IDIQ, Option Period 3 FFP FOB: Destination				

OPTION
PERIOD 3
AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0005	Roofing IDIQ, Option Period 4 FFP FOB: Destination				

OPTION
PERIOD 4
AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
9000	Exhibit A-Base Period Price Schedule FFP FOB: Destination				

See Exhibit A

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
9001	Exhibit B-Option Period 1 Price Schedule FFP FOB: Destination				

See Exhibit B

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
9002	Exhibit C-Option Period 2 Price Schedule FFP FOB: Destination				

See Exhibit C

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
9003	Exhibit D-Option Period 3 Price Schedule FFP FOB: Destination				

See Exhibit D

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
9004	Exhibit E-Option Period 4 Price Schedule FFP FOB: Destination				

See Exhibit E

Request for Proposal N40192-06-R-2540

Roofing IDIQ Contract,

Various Locations, Guam

Price Schedule for Base Period and

Four Option Periods

**EXHIBIT A
BASE PERIOD**

CONTRACT N40192-06-R-2540

PAGE 1 OF 4

ROOFING IDIQ CONTRACT, VARIOUS LOCATIONS, GUAM

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SCHEDULE OF INDEFINITE QUANTITY WORK ITEMS (TO BE COMPLETED & SUBMITTED WITH BID) BASE PERIOD				
A001	DEMOLISH & DISPOSE ROOFING SYSTEM PER SECTIONS 02220, 13280, AND 13282				
A00101	SINGLE OR MULTI-PLY MEMBRANE WITHOUT INSULATION	100,000.00	SF		
A00102	SINGLE OR MULTI-PLY MEMBRANE SYSTEM WITH INSULATION UP TO 3" THICK	125,000.00	SF		
A00103	SINGLE OR MULTI-PLY MEMBRANE SYSTEM WITH INSULATION OVER 3" THICK	50,000.00	SF		
A00104	ROOF FLASHINGS, GUTTERS, DOWNSPOUTS, HATCHES OR SKYLIGHTS	20,000.00	SF		
A00105	ROOF VENTILATORS, WIND DRIVEN UP TO 60" BASE	4.00	EA		
A00106	ROOF VENTILATORS, POWER DRIVEN UP TO 60" BASE	10.00	EA		
A00107	ADDITIVE PRICE FOR ASBESTOS CONTAINING MATERIALS FOR A00101 THROUGH A00104 AND A00301	5,000.00	SF		
A00108	ADDITIVE PRICE FOR LEAD CONTAINING PAINT MATL A00101 THROUGH A00104 AND A00301 THROUGH A00304	5,000.00	SF		
A002	REPAIR CONCRETE ROOF DECK SURFACE PER SECTION 03930, 07600, AND 07920:				
A00201	LINE CRACKS	3,000.00	LF		
A00202	SPALLED CONCRETE	3,000.00	SF		
A00203	GROUT DEPRESSED AREAS	200.00	SF		
A00204	RESEAL CONSTRUCTION JOINTS	4,000.00	LF		
A00205	REPLACE EXPANSION JOINT ASSEMBLY, TO 2' SPACE, STAINLESS STEEL	200.00	LF		
A003	REPAIR METAL ROOF SYSTEM: REMOVE & REPLACE WITH 22 US STD GAGE PER SECTION 05120, 07400, AND 09900:				
A00301	FACTORY PAINTED METAL ROOF PANELS/RIDGE CAP & CLOSURE STRIPS	50,000.00	SF		
A00302	SEMI RIGID FIBERGLASS INSULATION TO 2" THICK	5,000.00	SF		
A00303	REMOVE/REPLACE METAL SUPPORT/FRAME	1,000.00	L.F.		
A00304	DERUSTING & REPAINTING METAL SURFACE	1,000.00	SF		

Reproduction of Standard Form 36 (REV.10-83)

**EXHIBIT A
BASE PERIOD**

CONTRACT N40192-06-R-2540

PAGE 2 OF 4

ROOFING IDIQ CONTRACT, VARIOUS LOCATIONS, GUAM

A004	REPAIR WOODEN SUBSTRATE IN ACCORDANCE WITH SECTION 06100:				
A00401	REPLACING PLYWOOD SHEETS	1,000.00	SF		
A00402	REMOVE/REPLACE WOOD SUPPORT/FRAME	200.00	BF		
A005	INSTALL ROOF INSULATION IN ACCORDANCE WITH SECTION 07141, 07220, 07511, AND 07550:				
A00501	UP TO 1-3/4" THICK	2,500.00	SF		
A00502	2" TO 3" THICK	50,000.00	SF		
A00503	TAPERED INSULATION 1/16, 1/8, 1/4 PER FT	200,000.00	BF		
A00504	MINERAL FIBERBOARD 1" THICK	25,000.00	SF		
A006	SMOOTH SURFACE BITUMINOUS BUILT-UP ROOFING ON SUBSTRATE PER SECTION 07511 AND 09900:				
A00601	3-PLY (1GB + 3GA) MEMBRANE	3,000.00	SF		
A00602	ADD 1GA FOR 4-PLY SYSTEM	1,000.00	SF		
A00603	ASPHALT-BASE EMULSION COAT OR ALUMINUM PIGMENTED COATING	1,000.00	SF		
A007	GRANULE SURFACE BITUMINOUS BUILT-UP ROOFING ON: SUBSTRATE PER SECTION 07511:				
A00701	3-PLY (1GB + 2GB + 1GC)	10,000.00	SF		
A00702	ADD 1GA FOR 4-PLY SYSTEM	1,000.00	SF		
A008	MODIFIED BITUMEN SHEET ROOFING ON SUBSTRATE PER SECTION 07550:				
A00801	160 MIL FULLY ADHERED W/TORCH CLASS A, GRADE 2	1,000.00	SF		
A00802	160 MIL FULLY ADHERED WITH ASPHALT CLASS A, GRADE 2	1,000.00	SF		
A00803	2 PLY (1MB MODIFIED BASE SHEET + 1 MAC MODIFIED ALUMINUM CAP SHEET)	75,000.00	SF		
A009	INSTALL ROOFING SYSTEM ACCESSORIES				
A00901	TREATED WOOD CANTS, NAILERS AND FASTENERS FOR LINE ITEM A006 THROUGH A008	1,000.00	LF		

Reproduction of Standard Form 36 (REV.10-83)

**EXHIBIT A
BASE PERIOD**

CONTRACT N40192-06-R-2540

PAGE 3 OF 4

ROOFING IDIQ CONTRACT, VARIOUS LOCATIONS, GUAM

A010	SHEET METAL FLASHING, DOWNSPOUT, GUTTER, TRIM AND FASTENER IN ACCORDANCE WITH SECTION 07600:				
A01001	ALUMINUM .032" THICK	1,000.00	SF		
A01002	COPPER 16oz.	1,000.00	SF		
A01003	S/S .015" THICK	25,000.00	SF		
A01004	GALVANIZED STEEL 24ga	1,000.00	SF		
A011	MISCELLANEOUS ITEMS				
A01101	WATERBLAST ROOF SURFACE IN ACCORDANCE WITH SECTION 03930 AND 09900:	200,000.00	SF		
A012	SINGLE COMPONENT ACRYLIC LATEX, ELASTOMERIC PAINT FOR BARE CONCRETE ROOF, 45 MILS DFT (3 COATS)				
A01201	SINGLE COMPONENT ACRYLIC LATEX, ELASTOMERIC PAINT FOR BARE CONCRETE ROOF, 45 MILS DFT (3 COATS)	1,000.00	SF		
A013	FLUID APPLIED ROOFING MEMBRANE IN ACCORDANCE WITH SECTION 07141 AND 07920:				
A01301	SEAL JOINTS AND PENETRATIONS 6" WIDE	1,000.00	LF		
A01302	45 MILS THICK ROOF MEMBRANE	20,000.00	SF		
A01303	60 MILS THICK ROOF MEMBRANE	200,000.00	SF		
A014	REMOVE DEBRIS AND VEGETATION FROM ROOF SURFACE DRAIN CAGES AND SCUPPERS				
A01401	REMOVE DEBRIS AND VEGETATION FROM ROOF SURFACE DRAIN CAGES AND SCUPPERS	1,000.00	SF		
A015	REPLACE ROOF ACCESS LADDER				
A01501	REPLACE ROOF ACCESS LADDER	300.00	LF		
A016	REGULIE AND RESECURE ELASTOMERIC SHEET (SPOT REPAIR)				
A01601	REGULIE AND RESECURE ELASTOMERIC SHEET (SPOT REPAIR)	1,000.00	SF		
A017	RESECURE METAL FLASHING (SPOT REPAIR)				
A01701	RESECURE METAL FLASHING (SPOT REPAIR)	5,000.00	SF		

Reproduction of Standard Form 36 (REV.10-83)

**EXHIBIT A
BASE PERIOD**

CONTRACT N40192-06-R-2540

PAGE 4 OF 4

ROOFING IDIQ CONTRACT, VARIOUS LOCATIONS, GUAM

A018	TRIM/DISPOSE TREE BRANCHES OBSTRUCTION ROOFING OPERATION				
A01801	TRIM/DISPOSE TREE BRANCHES OBSTRUCTION ROOFING OPERATION	1,000.00	LF		
A019	INSTALL HATCHES OR SKYLIGHT, FLUSH OR CURB MOUNTED				
A01901	INSTALL HATCHES OR SKYLIGHT, FLUSH OR CURB MOUNTED	2,500.00	SF		
A020	REPLACE ROOF EXHAUSTERS AND ROOF VENTILATORS AS PER SECTION 16050, 16901 AND 16050:				
A02001	ROOF VENTILATOR, WIND DRIVEN UP TO 500 CFM	5.00	EA		
A02002	ADDITIVE COST FOR LINE ITEM A02001, FOR EACH 1,000 CFM INCREMENT	15.00	EA		
A02003	ROOF VENTILATOR, POWER, UP TO 500 CFM	5.00	EA		
A02004	ADDITIVE COST FOR LINE ITEM A02003, FOR EACH 1,000 CFM INCREMENT	15.00	EA		
A02005	MOTOR CONNECTION, FLEXIBLE CONDUIT AND WIRES	15.00	EA		
A02006	REPLACE DISCONNECT SWITCH, STAINLESS STEEL ENCLOSURE FOR EXTERIOR, NEMA4X	5.00	EA		
A02007	REPLACE DISCONNECT SWITCH, NEMA1	5.00	EA		
A02008	INSTALL GUY WIRES FOR ROOF EXHAUSTERS AND ROOF VENTILATORS (4 EACH PER VENTILATOR)	10.00	EA		
A021	PAINTING AND SPOT PAINTING PER SECTION 09900				
A02101	PAINT FACIA OR TOUCHUP DRIPS AND SPLATTER ON WALLS, ETC.	5,000.00	SF		

BASE PERIOD TOTAL \$ _____

**EXHIBIT B
OPTION PERIOD 1**

CONTRACT N40192-06-R-2540

PAGE 1 OF 4

ROOFING IDIQ CONTRACT, VARIOUS LOCATIONS, GUAM

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	SCHEDULE OF INDEFINITE QUANTITY WORK ITEMS (TO BE COMPLETED & SUBMITTED WITH BID) OPTION PERIOD 1				
B001	DEMOLISH & DISPOSE ROOFING SYSTEM PER SECTIONS 02220, 13290, AND 13282				
B00101	SINGLE OR MULTI-PLY MEMBRANE WITHOUT INSULATION	100,000.00	SF		
B00102	SINGLE OR MULTI-PLY MEMBRANE SYSTEM WITH INSULATION UP TO 3" THICK	125,000.00	SF		
B00103	SINGLE OR MULTI-PLY MEMBRANE SYSTEM WITH INSULATION OVER 3" THICK	50,000.00	SF		
B00104	ROOF FLASHINGS, GUTTERS, DOWNSPOUTS, HATCHES OR SKYLIGHTS	20,000.00	SF		
B00105	ROOF VENTILATORS, WIND DRIVEN UP TO 60" BASE	4.00	EA		
B00106	ROOF VENTILATORS, POWER DRIVEN UP TO 60" BASE	10.00	EA		
B00107	ADDITIVE PRICE FOR ASBESTOS CONTAINING MATERIALS FOR B00101 THROUGH B00104 AND B00301	5,000.00	SF		
B00108	ADDITIVE PRICE FOR LEAD CONTAINING PAINT MATL B00101 THROUGH B00104 AND B00301 THROUGH B00304	5,000.00	SF		
B002	REPAIR CONCRETE ROOF DECK SURFACE PER SECTION 03930, 07600, AND 07920:				
B00201	LINE CRACKS	3,000.00	LF		
B00202	SPALLED CONCRETE	3,000.00	SF		
B00203	GROUT DEPRESSED AREAS	200.00	SF		
B00204	RESEAL CONSTRUCTION JOINTS	4,000.00	LF		
B00205	REPLACE EXPANSION JOINT ASSEMBLY, TO 2" SPACE, STAINLESS STEEL	200.00	LF		
B003	REPAIR METAL ROOF SYSTEM: REMOVE & REPLACE WITH 22 US STD GAGE PER SECTION 05120, 07400, AND 09900:				
B00301	FACTORY PAINTED METAL ROOF PANELS/RIDGE CAP & CLOSURE STRIPS	50,000.00	SF		
B00302	SEMI RIGID FIBERGLASS INSULATION TO 2" THICK	5,000.00	SF		
B00303	REMOVE/REPLACE METAL SUPPORT/FRAME	1,000.00	L.F.		
B00304	DERUSTING & REPAINTING METAL SURFACE	1,000.00	SF		

Reproduction of Standard Form 36 (REV.10-83)

**EXHIBIT B
OPTION PERIOD 1**

CONTRACT N40192-06-R-2540

PAGE 2 OF 4

ROOFING IDIQ CONTRACT, VARIOUS LOCATIONS, GUAM

B004	REPAIR WOODEN SUBSTRATE IN ACCORDANCE WITH SECTION 06100:				
B00401	REPLACING PLYWOOD SHEETS	1,000.00	SF		
B00402	REMOVE/REPLACE WOOD SUPPORT/FRAME	200.00	BF		
B005	INSTALL ROOF INSULATION IN ACCORDANCE WITH SECTION 07141, 07220, 07511, AND 07550:				
B00501	UP TO 1-3/4" THICK	2,500.00	SF		
B00502	2" TO 3" THICK	50,000.00	SF		
B00503	TAPERED INSULATION 1/16, 1/8, 1/4 PER FT	200,000.00	BF		
B00504	MINERAL FIBERBOARD 1" THICK	25,000.00	SF		
B006	SMOOTH SURFACE BITUMINOUS BUILT-UP ROOFING ON SUBSTRATE PER SECTION 07511 AND 09900:				
B00601	3-PLY (1GB + 3GA) MEMBRANE	3,000.00	SF		
B00602	ADD 1GA FOR 4-PLY SYSTEM	1,000.00	SF		
B00603	ASPHALT-BASE EMULSION COAT OR ALUMINUM PIGMENTED COATING	1,000.00	SF		
B007	GRANULE SURFACE BITUMINOUS BUILT-UP ROOFING ON: SUBSTRATE PER SECTION 07511:				
B00701	3-PLY (1GB + 2GB + 1GC)	10,000.00	SF		
B00702	ADD 1GA FOR 4-PLY SYSTEM	1,000.00	SF		
B008	MODIFIED BITUMEN SHEET ROOFING ON SUBSTRATE PER SECTION 07550:				
B00801	160 MIL FULLY ADHERED W/TORCH CLASS A, GRADE 2	1,000.00	SF		
B00802	160 MIL FULLY ADHERED WITH ASPHALT CLASS A, GRADE 2	1,000.00	SF		
B00803	2 PLY (1MB MODIFIED BASE SHEET + 1 MAC MODIFIED ALUMINUM CAP SHEET)	75,000.00	SF		
B009	INSTALL ROOFING SYSTEM ACCESSORIES				
B00901	TREATED WOOD CANTS, NAILERS AND FASTENERS FOR LINE ITEM B006 THROUGH B008	1,000.00	LF		

Reproduction of Standard Form 36 (REV.10-83)

**EXHIBIT B
OPTION PERIOD 1**

CONTRACT N40192-06-R-2540

PAGE 3 OF 4

ROOFING IDIQ CONTRACT, VARIOUS LOCATIONS, GUAM

B010	SHEET METAL FLASHING, DOWNSPOUT, GUTTER, TRIM AND FASTENER IN ACCORDANCE WITH SECTION 07600:				
B01001	ALUMINUM .032" THICK	1,000.00	SF		
B01002	COPPER 18oz.	1,000.00	SF		
B01003	S/S .015" THICK	25,000.00	SF		
B01004	GALVANIZED STEEL 24ga	1,000.00	SF		
B011	MISCELLANEOUS ITEMS				
B01101	WATERBLAST ROOF SURFACE IN ACCORDANCE WITH SECTION 03930 AND 09900:	200,000.00	SF		
B012	SINGLE COMPONENT ACRYLIC LATEX, ELASTOMERIC PAINT FOR BARE CONCRETE ROOF, 45 MILS DFT (3 COATS)				
B01201	SINGLE COMPONENT ACRYLIC LATEX, ELASTOMERIC PAINT FOR BARE CONCRETE ROOF, 45 MILS DFT (3 COATS)	1,000.00	SF		
B013	FLUID APPLIED ROOFING MEMBRANE IN ACCORDANCE WITH SECTION 07141 AND 07920:				
B01301	SEAL JOINTS AND PENETRATIONS 6" WIDE	1,000.00	LF		
B01302	45 MILS THICK ROOF MEMBRANE	20,000.00	SF		
B01303	60 MILS THICK ROOF MEMBRANE	200,000.00	SF		
B014	REMOVE DEBRIS AND VEGETATION FROM ROOF SURFACE DRAIN CAGES AND SCUPPERS				
B01401	REMOVE DEBRIS AND VEGETATION FROM ROOF SURFACE DRAIN CAGES AND SCUPPERS	1,000.00	SF		
B015	REPLACE ROOF ACCESS LADDER				
B01501	REPLACE ROOF ACCESS LADDER	300.00	LF		
B016	REGLUE AND RESECURE ELASTOMERIC SHEET (SPOT REPAIR)				
B01601	REGLUE AND RESECURE ELASTOMERIC SHEET (SPOT REPAIR)	1,000.00	SF		
B017	RESECURE METAL FLASHING (SPOT REPAIR)				
B01701	RESECURE METAL FLASHING (SPOT REPAIR)	5,000.00	SF		

Reproduction of Standard Form 36 (REV.10-83)

**EXHIBIT B
OPTION PERIOD 1**

CONTRACT N40192-06-R-2540

PAGE 4 OF 4

ROOFING IDIQ CONTRACT, VARIOUS LOCATIONS, GUAM

B018	TRIM/DISPOSE TREE BRANCHES OBSTRUCTION ROOFING OPERATION				
B01801	TRIM/DISPOSE TREE BRANCHES OBSTRUCTION ROOFING OPERATION	1,000.00	LF		
B019	INSTALL HATCHES OR SKYLIGHT, FLUSH OR CURB MOUNTED				
B01901	INSTALL HATCHES OR SKYLIGHT, FLUSH OR CURB MOUNTED	2,500.00	SF		
B020	REPLACE ROOF EXHAUSTERS AND ROOF VENTILATORS AS PER SECTION 16050, 15801 AND 16050				
B02001	ROOF VENTILATOR, WIND DRIVEN UP TO 500 CFM	5.00	EA		
B02002	ADDITIVE COST FOR LINE ITEM B02001, FOR EACH 1,000 CFM INCREMENT	15.00	EA		
B02003	ROOF VENTILATOR, POWER, UP TO 500 CFM	5.00	EA		
B02004	ADDITIVE COST FOR LINE ITEM B02003, FOR EACH 1,000 CFM INCREMENT	15.00	EA		
B02005	MOTOR CONNECTION, FLEXIBLE CONDUIT AND WIRES	15.00	EA		
B02006	REPLACE DISCONNECT SWITCH, STAINLESS STEEL ENCLOSURE FOR EXTERIOR, NEMA4X	5.00	EA		
B02007	REPLACE DISCONNECT SWITCH, NEMA1	5.00	EA		
B02008	INSTALL GUY WIRES FOR ROOF EXHAUSTERS AND ROOF VENTILATORS (4 EACH PER VENTILATOR)	10.00	EA		
B021	PAINTING AND SPOT PAINTING PER SECTION 09900				
B02101	PAINT FACIA OR TOUCHUP DRIPS AND SPLATTER ON WALLS, ETC.	5,000.00	SF		

OPTION PERIOD 1 TOTAL \$ _____

**EXHIBIT C
OPTION PERIOD 2**

CONTRACT N40192-06-R-2540

PAGE 1 OF 4

ROOFING IDIQ CONTRACT, VARIOUS LOCATIONS, GUAM

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	SCHEDULE OF INDEFINITE QUANTITY WORK ITEMS (TO BE COMPLETED & SUBMITTED WITH BID) OPTION PERIOD 2				
C0001	DEMOLISH & DISPOSE ROOFING SYSTEM PER SECTIONS 02220, 13290, AND 13262				
C00101	SINGLE OR MULTI-PLY MEMBRANE WITHOUT INSULATION	100,000.00	SF		
C00102	SINGLE OR MULTI-PLY MEMBRANE SYSTEM WITH INSULATION UP TO 3" THICK	125,000.00	SF		
C00103	SINGLE OR MULTI-PLY MEMBRANE SYSTEM WITH INSULATION OVER 3" THICK	50,000.00	SF		
C00104	ROOF FLASHINGS, GUTTERS, DOWNSPOUTS, HATCHES OR SKYLIGHTS	20,000.00	SF		
C00105	ROOF VENTILATORS, WIND DRIVEN UP TO 60" BASE	4.00	EA		
C00106	ROOF VENTILATORS, POWER DRIVEN UP TO 60" BASE	10.00	EA		
C00107	ADDITIVE PRICE FOR ASBESTOS CONTAINING MATERIALS FOR C00101 THROUGH C00104 AND C00301	5,000.00	SF		
C00108	ADDITIVE PRICE FOR LEAD CONTAINING PAINT MATL C00101 THROUGH C00104 AND C00301 THROUGH C00304	5,000.00	SF		
C002	REPAIR CONCRETE ROOF DECK SURFACE PER SECTION 03930, 07600, AND 07920:				
C00201	LINE CRACKS	3,000.00	LF		
C00202	SPALLED CONCRETE	3,000.00	SF		
C00203	GROUT DEPRESSED AREAS	200.00	SF		
C00204	RESEAL CONSTRUCTION JOINTS	4,000.00	LF		
C00205	REPLACE EXPANSION JOINT ASSEMBLY, TO 2" SPACE, STAINLESS STEEL	200.00	LF		
C003	REPAIR METAL ROOF SYSTEM: REMOVE & REPLACE WITH 22 US STD GAGE PER SECTION 05120, 07400, AND 09900:				
C00301	FACTORY PAINTED METAL ROOF PANELS/RIDGE CAP & CLOSURE STRIPS	50,000.00	SF		
C00302	SEMI RIGID FIBERGLASS INSULATION TO 2" THICK	5,000.00	SF		
C00303	REMOVE/REPLACE METAL SUPPORT/FRAME	1,000.00	L.F.		
C00304	DERUSTING & REPAINTING METAL SURFACE	1,000.00	SF		

Reproduction of Standard Form 36 (REV.10-83)

**EXHIBIT C
OPTION PERIOD 2**

CONTRACT N40192-06-R-2540

PAGE 2 OF 4

ROOFING IDIQ CONTRACT, VARIOUS LOCATIONS, GUAM

C004	REPAIR WOODEN SUBSTRATE IN ACCORDANCE WITH SECTION 06100:				
C00401	REPLACING PLYWOOD SHEETS	1,000.00	SF		
C00402	REMOVE/REPLACE WOOD SUPPORT/FRAME	200.00	BF		
C005	INSTALL ROOF INSULATION IN ACCORDANCE WITH SECTION 07141, 07220, 07511, AND 07550:				
C00501	UP TO 1-3/4" THICK	2,500.00	SF		
C00502	2" TO 3" THICK	50,000.00	SF		
C00503	TAPERED INSULATION 1/16, 1/8, 1/4 PER FT	200,000.00	BF		
C00504	MINERAL FIBERBOARD 1" THICK	25,000.00	SF		
C006	SMOOTH SURFACE BITUMINOUS BUILT-UP ROOFING ON SUBSTRATE PER SECTION 07511 AND 09900:				
C00601	3-PLY (1GB + 3GA) MEMBRANE	3,000.00	SF		
C00602	ADD 1GA FOR 4-PLY SYSTEM	1,000.00	SF		
C00603	ASPHALT-BASE EMULSION COAT OR ALUMINUM PIGMENTED COATING	1,000.00	SF		
C007	GRANULE SURFACE BITUMINOUS BUILT-UP ROOFING ON: SUBSTRATE PER SECTION 07511:				
C00701	3-PLY (1GB + 2GB + 1GC)	10,000.00	SF		
C00702	ADD 1GA FOR 4-PLY SYSTEM	1,000.00	SF		
C008	MODIFIED BITUMEN SHEET ROOFING ON SUBSTRATE PER SECTION 07560:				
C00801	160 MIL FULLY ADHERED W/TORCH CLASS A, GRADE 2	1,000.00	SF		
C00802	160 MIL FULLY ADHERED WITH ASPHALT CLASS A, GRADE 2	1,000.00	SF		
C00803	2 PLY (1MB MODIFIED BASE SHEET + 1 MAC MODIFIED ALUMINUM CAP SHEET)	75,000.00	SF		
C009	INSTALL ROOFING SYSTEM ACCESSORIES				
C00901	TREATED WOOD CANTS, NAILERS AND FASTENERS FOR LINE ITEM C006 THROUGH C008	1,000.00	LF		

Reproduction of Standard Form 36 (REV.10-83)

**EXHIBIT C
OPTION PERIOD 2**

CONTRACT N40192-06-R-2540

PAGE 3 OF 4

ROOFING IDIQ CONTRACT, VARIOUS LOCATIONS, GUAM

C010	SHEET METAL FLASHING, DOWNSPOUT, GUTTER, TRIM AND FASTENER IN ACCORDANCE WITH SECTION 07600:				
C01001	ALUMINUM .032" THICK	1,000.00	SF		
C01002	COPPER 16oz.	1,000.00	SF		
C01003	S/S .015" THICK	25,000.00	SF		
C01004	GALVANIZED STEEL 24ga	1,000.00	SF		
C011	MISCELLANEOUS ITEMS				
C01101	WATERBLAST ROOF SURFACE IN ACCORDANCE WITH SECTION 03930 AND 03900:	200,000.00	SF		
C012	SINGLE COMPONENT ACRYLIC LATEX, ELASTOMERIC PAINT FOR BARE CONCRETE ROOF, 45 MILS DFT (3 COATS)				
C01201	SINGLE COMPONENT ACRYLIC LATEX, ELASTOMERIC PAINT FOR BARE CONCRETE ROOF, 45 MILS DFT (3 COATS)	1,000.00	SF		
C013	FLUID APPLIED ROOFING MEMBRANE IN ACCORDANCE WITH SECTION 07141 AND 07920:				
C01301	SEAL JOINTS AND PENETRATIONS 6" WIDE	1,000.00	LF		
C01302	45 MILS THICK ROOF MEMBRANE	20,000.00	SF		
C01303	60 MILS THICK ROOF MEMBRANE	200,000.00	SF		
C014	REMOVE DEBRIS AND VEGETATION FROM ROOF SURFACE DRAIN CAGES AND SCUPPERS				
C01401	REMOVE DEBRIS AND VEGETATION FROM ROOF SURFACE DRAIN CAGES AND SCUPPERS	1,000.00	SF		
C015	REPLACE ROOF ACCESS LADDER				
C01501	REPLACE ROOF ACCESS LADDER	300.00	LF		
C016	REGLUE AND RESECURE ELASTOMERIC SHEET (SPOT REPAIR)				
C01601	REGLUE AND RESECURE ELASTOMERIC SHEET (SPOT REPAIR)	1,000.00	SF		
C017	RESECURE METAL FLASHING (SPOT REPAIR)				
C01701	RESECURE METAL FLASHING (SPOT REPAIR)	5,000.00	SF		

Reproduction of Standard Form 36 (REV.10-83)

**EXHIBIT C
OPTION PERIOD 2**

CONTRACT N40192-06-R-2540

PAGE 4 OF 4

ROOFING IDIQ CONTRACT, VARIOUS LOCATIONS, GUAM

C018	TRIM/DISPOSE TREE BRANCHES OBSTRUCTION ROOFING OPERATION				
C01801	TRIM/DISPOSE TREE BRANCHES OBSTRUCTION ROOFING OPERATION	1,000.00	LF		
C019	INSTALL HATCHES OR SKYLIGHT, FLUSH OR CURB MOUNTED				
C01901	INSTALL HATCHES OR SKYLIGHT, FLUSH OR CURB MOUNTED	2,500.00	SF		
C020	REPLACE ROOF EXHAUSTERS AND ROOF VENTILATORS AS PER SECTION 15050, 15801 AND 16050:				
C02001	ROOF VENTILATOR, WIND DRIVEN UP TO 500 CFM	5.00	EA		
C02002	ADDITIVE COST FOR LINE ITEM C02001, FOR EACH 1,000 CFM INCREMENT	15.00	EA		
C02003	ROOF VENTILATOR, POWER, UP TO 500 CFM	5.00	EA		
C02004	ADDITIVE COST FOR LINE ITEM C02003, FOR EACH 1,000 CFM INCREMENT	15.00	EA		
C02005	MOTOR CONNECTION, FLEXIBLE CONDUIT AND WIRES	15.00	EA		
C02006	REPLACE DISCONNECT SWITCH, STAINLESS STEEL ENCLOSURE FOR EXTERIOR, NEMA4X	5.00	EA		
C02007	REPLACE DISCONNECT SWITCH, NEMA1	5.00	EA		
C02008	INSTALL GUY WIRES FOR ROOF EXHAUSTERS AND ROOF VENTILATORS (4 EACH PER VENTILATOR)	10.00	EA		
C021	PAINTING AND SPOT PAINTING PER SECTION 09900				
C02101	PAINT FACIA OR TOUCHUP DRIPS AND SPLATTER ON WALLS, ETC.	5,000.00	SF		

OPTION PERIOD 2 TOTAL \$ _____

**EXHIBIT D
OPTION PERIOD 3**

CONTRACT N40192-06-R-2540

PAGE 1 OF 4

ROOFING IDIO CONTRACT, VARIOUS LOCATIONS, GUAM

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	SCHEDULE OF INDEFINITE QUANTITY WORK ITEMS (TO BE COMPLETED & SUBMITTED WITH BID) OPTION PERIOD 3				
D001	DEMOLISH & DISPOSE ROOFING SYSTEM PER SECTIONS 02220, 13280, AND 13287				
D00101	SINGLE OR MULTI-PLY MEMBRANE WITHOUT INSULATION	100,000.00	SF		
D00102	SINGLE OR MULTI-PLY MEMBRANE SYSTEM WITH INSULATION UP TO 3" THICK	125,000.00	SF		
D00103	SINGLE OR MULTI-PLY MEMBRANE SYSTEM WITH INSULATION OVER 3" THICK	50,000.00	SF		
D00104	ROOF FLASHINGS, GUTTERS, DOWNSPOUTS, HATCHES OR SKYLIGHTS	20,000.00	SF		
D00105	ROOF VENTILATORS, WIND DRIVEN UP TO 60" BASE	4.00	EA		
D00106	ROOF VENTILATORS, POWER DRIVEN UP TO 60" BASE	10.00	EA		
D00107	ADDITIVE PRICE FOR ASBESTOS CONTAINING MATERIALS FOR D00101 THROUGH D00104 AND D00301	5,000.00	SF		
D00108	ADDITIVE PRICE FOR LEAD CONTAINING PAINT MATL D00101 THROUGH D00104 AND D00301 THROUGH D00304	5,000.00	SF		
D002	REPAIR CONCRETE ROOF DECK SURFACE PER SECTION 03930, 07600, AND 07920:				
D00201	LINE CRACKS	3,000.00	LF		
D00202	SPALLED CONCRETE	3,000.00	SF		
D00203	GROUT DEPRESSED AREAS	200.00	SF		
D00204	RESEAL CONSTRUCTION JOINTS	4,000.00	LF		
D00205	REPLACE EXPANSION JOINT ASSEMBLY, TO 2" SPACE, STAINLESS STEEL	200.00	LF		
D003	REPAIR METAL ROOF SYSTEM: REMOVE & REPLACE WITH 22 US STD GAGE PER SECTION 05120, 07400, AND 09900:				
D00301	FACTORY PAINTED METAL ROOF PANELS/RIDGE CAP & CLOSURE STRIPS	50,000.00	SF		
D00302	SEMI RIGID FIBERGLASS INSULATION TO 2" THICK	5,000.00	SF		
D00303	REMOVE/REPLACE METAL SUPPORT/FRAME	1,000.00	L.F.		
D00304	DERUSTING & REPAINTING METAL SURFACE	1,000.00	SF		

Reproduction of Standard Form 36 (REV.10-83)

**EXHIBIT D
OPTION PERIOD 3**

CONTRACT N40192-06-R-2540

PAGE 2 OF 4

ROOFING IDIQ CONTRACT, VARIOUS LOCATIONS, GUAM

D004	REPAIR WOODEN SUBSTRATE IN ACCORDANCE WITH SECTION 08100:				
D00401	REPLACING PLYWOOD SHEETS	1,000.00	SF		
D00402	REMOVE/REPLACE WOOD SUPPORT/FRAME	200.00	BF		
D005	INSTALL ROOF INSULATION IN ACCORDANCE WITH SECTION 07141, 07220, 07511, AND 07550:				
D00501	UP TO 1-3/4" THICK	2,500.00	SF		
D00502	2" TO 3" THICK	50,000.00	SF		
D00503	TAPERED INSULATION 1/16, 1/8, 1/4 PER FT	200,000.00	BF		
D00504	MINERAL FIBERBOARD 1" THICK	25,000.00	SF		
D006	SMOOTH SURFACE BITUMINOUS BUILT-UP ROOFING ON SUBSTRATE PER SECTION 07511 AND 09900:				
D00601	3-PLY (1GB + 3GA) MEMBRANE	3,000.00	SF		
D00602	ADD 1GA FOR 4-PLY SYSTEM	1,000.00	SF		
D00603	ASPHALT-BASE EMULSION COAT OR ALUMINUM PIGMENTED COATING	1,000.00	SF		
D007	GRANULE SURFACE BITUMINOUS BUILT-UP ROOFING ON: SUBSTRATE PER SECTION 07511:				
D00701	3-PLY (1GB + 2GB + 1GC)	10,000.00	SF		
D00702	ADD 1GA FOR 4-PLY SYSTEM	1,000.00	SF		
D008	MODIFIED BITUMEN SHEET ROOFING ON SUBSTRATE PER SECTION 07550:				
D00801	160 MIL FULLY ADHERED W/TORCH CLASS A, GRADE 2	1,000.00	SF		
D00802	160 MIL FULLY ADHERED WITH ASPHALT CLASS A, GRADE 2	1,000.00	SF		
D00803	2 PLY (1MB MODIFIED BASE SHEET + 1 MAC MODIFIED ALUMINUM CAP SHEET)	75,000.00	SF		
D009	INSTALL ROOFING SYSTEM ACCESSORIES				
D00901	TREATED WOOD CANTS, NAILERS AND FASTENERS FOR LINE ITEM 0006 THROUGH 0008	1,000.00	LF		

Reproduction of Standard Form 36 (REV.10-83)

**EXHIBIT D
OPTION PERIOD 3**

CONTRACT N40192-06-R-2540

PAGE 3 OF 4

ROOFING IDIQ CONTRACT, VARIOUS LOCATIONS, GUAM

D010	SHEET METAL FLASHING, DOWNSPOUT, GUTTER, TRIM AND FASTENER IN ACCORDANCE WITH SECTION 07600:				
D01001	ALUMINUM .032" THICK	1,000.00	SF		
D01002	COPPER 16oz.	1,000.00	SF		
D01003	S/S .015" THICK	25,000.00	SF		
D01004	GALVANIZED STEEL 24ga	1,000.00	SF		
D011	MISCELLANEOUS ITEMS				
D01101	WATERBLAST ROOF SURFACE IN ACCORDANCE WITH SECTION 03930 AND 03900:	200,000.00	SF		
D012	SINGLE COMPONENT ACRYLIC LATEX, ELASTOMERIC PAINT FOR BARE CONCRETE ROOF, 45 MILS DFT (3 COATS)				
D01201	SINGLE COMPONENT ACRYLIC LATEX, ELASTOMERIC PAINT FOR BARE CONCRETE ROOF, 45 MILS DFT (3 COATS)	1,000.00	SF		
D013	FLUID APPLIED ROOFING MEMBRANE IN ACCORDANCE WITH SECTION 07141 AND 07920:				
D01301	SEAL JOINTS AND PENETRATIONS 6" WIDE	1,000.00	LF		
D01302	45 MILS THICK ROOF MEMBRANE	20,000.00	SF		
D01303	60 MILS THICK ROOF MEMBRANE	200,000.00	SF		
D014	REMOVE DEBRIS AND VEGETATION FROM ROOF SURFACE DRAIN CAGES AND SCUPPERS				
D01401	REMOVE DEBRIS AND VEGETATION FROM ROOF SURFACE DRAIN CAGES AND SCUPPERS	1,000.00	SF		
D015	REPLACE ROOF ACCESS LADDER				
D01501	REPLACE ROOF ACCESS LADDER	300.00	LF		
D016	REGLUE AND RESECURE ELASTOMERIC SHEET (SPOT REPAIR)				
D01601	REGLUE AND RESECURE ELASTOMERIC SHEET (SPOT REPAIR)	1,000.00	SF		
D017	RESECURE METAL FLASHING (SPOT REPAIR)				
D01701	RESECURE METAL FLASHING (SPOT REPAIR)	5,000.00	SF		

Reproduction of Standard Form 36 (REV.10-83)

**EXHIBIT D
OPTION PERIOD 3**

CONTRACT N40192-06-R-2540

PAGE 4 OF 4

ROOFING IDIQ CONTRACT, VARIOUS LOCATIONS, GUAM

D018	TRIM/DISPOSE TREE BRANCHES OBSTRUCTION ROOFING OPERATION				
D01801	TRIM/DISPOSE TREE BRANCHES OBSTRUCTION ROOFING OPERATION	1,000.00	LF		
D019	INSTALL HATCHES OR SKYLIGHT, FLUSH OR CURB MOUNTED				
D01901	INSTALL HATCHES OR SKYLIGHT, FLUSH OR CURB MOUNTED	2,500.00	SF		
D020	REPLACE ROOF EXHAUSTERS AND ROOF VENTILATORS AS PER SECTION 15050, 15801 AND 16050				
D02001	ROOF VENTILATOR, WIND DRIVEN UP TO 500 CFM	5.00	EA		
D02002	ADDITIVE COST FOR LINE ITEM D02001, FOR EACH 1,000 CFM INCREMENT	15.00	EA		
D02003	ROOF VENTILATOR, POWER, UP TO 500 CFM	5.00	EA		
D02004	ADDITIVE COST FOR LINE ITEM D02003, FOR EACH 1,000 CFM INCREMENT	15.00	EA		
D02005	MOTOR CONNECTION, FLEXIBLE CONDUIT AND WIRES	15.00	EA		
D02006	REPLACE DISCONNECT SWITCH, STAINLESS STEEL ENCLOSURE FOR EXTERIOR, NEMA4X	5.00	EA		
D02007	REPLACE DISCONNECT SWITCH, NEMA1	5.00	EA		
D02008	INSTALL GUY WIRES FOR ROOF EXHAUSTERS AND ROOF VENTILATORS (4 EACH PER VENTILATOR)	10.00	EA		
D021	PAINTING AND SPOT PAINTING PER SECTION 09900				
D02101	PAINT FACIA OR TOUCHUP DRIPS AND SPLATTER ON WALLS, ETC.	5,000.00	SF		

OPTION PERIOD 3 TOTAL \$ _____

**EXHIBIT E
OPTION PERIOD 4**

CONTRACT N40192-06-R-2540

PAGE 1 OF 4

ROOFING IDIQ CONTRACT, VARIOUS LOCATIONS, GUAM

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	SCHEDULE OF INDEFINITE QUANTITY WORK ITEMS (TO BE COMPLETED & SUBMITTED WITH BID) OPTION PERIOD 4				
E001	DEMOLISH & DISPOSE ROOFING SYSTEM PER SECTIONS 02220, 13280, AND 13282				
E00101	SINGLE OR MULTI-PLY MEMBRANE WITHOUT INSULATION	100,000.00	SF		
E00102	SINGLE OR MULTI-PLY MEMBRANE SYSTEM WITH INSULATION UP TO 3" THICK	125,000.00	SF		
E00103	SINGLE OR MULTI-PLY MEMBRANE SYSTEM WITH INSULATION OVER 3" THICK	50,000.00	SF		
E00104	ROOF FLASHINGS, GUTTERS, DOWNSPOUTS, HATCHES OR SKYLIGHTS	20,000.00	SF		
E00105	ROOF VENTILATORS, WIND DRIVEN UP TO 60" BASE	4.00	EA		
E00106	ROOF VENTILATORS, POWER DRIVEN UP TO 60" BASE	10.00	EA		
E00107	ADDITIVE PRICE FOR ASBESTOS CONTAINING MATERIALS FOR E00101 THROUGH E00104 AND E00301	5,000.00	SF		
E00108	ADDITIVE PRICE FOR LEAD CONTAINING PAINT MATL E00101 THROUGH E00104 AND E00301 THROUGH E00304	5,000.00	SF		
E002	REPAIR CONCRETE ROOF DECK SURFACE PER SECTION 03930, 07600, AND 07920:				
E00201	LINE CRACKS	3,000.00	LF		
E00202	SPALLED CONCRETE	3,000.00	SF		
E00203	GROUT DEPRESSED AREAS	200.00	SF		
E00204	RESEAL CONSTRUCTION JOINTS	4,000.00	LF		
E00205	REPLACE EXPANSION JOINT ASSEMBLY, TO 2" SPACE, STAINLESS STEEL	200.00	LF		
E003	REPAIR METAL ROOF SYSTEM: REMOVE & REPLACE WITH 22 US STD GAGE PER SECTION 05120, 07400, AND 09900:				
E00301	FACTORY PAINTED METAL ROOF PANELS/RIDGE CAP & CLOSURE STRIPS	50,000.00	SF		
E00302	SEMI RIGID FIBERGLASS INSULATION TO 2" THICK	5,000.00	SF		
E00303	REMOVE/REPLACE METAL SUPPORT/FRAME	1,000.00	L.F.		
E00304	DERUSTING & REPAINTING METAL SURFACE	1,000.00	SF		

Reproduction of Standard Form 36 (REV.10-83)

**EXHIBIT E
OPTION PERIOD 4**

CONTRACT N40192-06-R-2540

PAGE 2 OF 4

ROOFING IDIQ CONTRACT, VARIOUS LOCATIONS, GUAM

E004	REPAIR WOODEN SUBSTRATE IN ACCORDANCE WITH SECTION 06100:				
E00401	REPLACING PLYWOOD SHEETS	1,000.00	SF		
E00402	REMOVE/REPLACE WOOD SUPPORT/FRAME	200.00	BF		
E005	INSTALL ROOF INSULATION IN ACCORDANCE WITH SECTION 07141, 07220, 07511, AND 07550:				
E00501	UP TO 1-3/4" THICK	2,500.00	SF		
E00502	2" TO 3" THICK	50,000.00	SF		
E00503	TAPERED INSULATION 1/16, 1/8, 1/4 PER FT	200,000.00	BF		
E00504	MINERAL FIBERBOARD 1" THICK	25,000.00	SF		
E006	SMOOTH SURFACE BITUMINOUS BUILT-UP ROOFING ON SUBSTRATE PER SECTION 07511 AND 09900:				
E00601	3-PLY (1GB + 3GA) MEMBRANE	3,000.00	SF		
E00602	ADD 1GA FOR 4-PLY SYSTEM	1,000.00	SF		
E00603	ASPHALT-BASE EMULSION COAT OR ALUMINUM PIGMENTED COATING	1,000.00	SF		
E007	GRANULE SURFACE BITUMINOUS BUILT-UP ROOFING ON: SUBSTRATE PER SECTION 07511:				
E00701	3-PLY (1GB + 2GB + 1GC)	10,000.00	SF		
E00702	ADD 1GA FOR 4-PLY SYSTEM	1,000.00	SF		
E008	MODIFIED BITUMEN SHEET ROOFING ON SUBSTRATE PER SECTION 07550:				
E00801	160 MIL FULLY ADHERED W/TORCH CLASS A, GRADE 2	1,000.00	SF		
E00802	160 MIL FULLY ADHERED WITH ASPHALT CLASS A, GRADE 2	1,000.00	SF		
E00803	2 PLY (1MB MODIFIED BASE SHEET + 1 MAC MODIFIED ALUMINUM CAP SHEET)	75,000.00	SF		
E009	INSTALL ROOFING SYSTEM ACCESSORIES				
E00901	TREATED WOOD CANTS, NAILERS AND FASTENERS FOR LINE ITEM E006 THROUGH E008	1,000.00	LF		

Reproduction of Standard Form 36 (REV.10-83)

**EXHIBIT E
OPTION PERIOD 4**

CONTRACT N40192-06-R-2540

PAGE 3 OF 4

ROOFING IDIQ CONTRACT, VARIOUS LOCATIONS, GUAM

E010	SHEET METAL FLASHING, DOWNSPOUT, GUTTER, TRIM AND FASTENER IN ACCORDANCE WITH SECTION 07600:				
E01001	ALUMINUM .032" THICK	1,000.00	SF		
E01002	COPPER 16oz.	1,000.00	SF		
E01003	S/S .015" THICK	25,000.00	SF		
E01004	GALVANIZED STEEL 24ga	1,000.00	SF		
E011	MISCELLANEOUS ITEMS				
E01101	WATERBLAST ROOF SURFACE IN ACCORDANCE WITH SECTION 03930 AND 09900:	200,000.00	SF		
E012	SINGLE COMPONENT ACRYLIC LATEX, ELASTOMERIC PAINT FOR BARE CONCRETE ROOF, 45 MILS DFT (3 COATS)				
E01201	SINGLE COMPONENT ACRYLIC LATEX, ELASTOMERIC PAINT FOR BARE CONCRETE ROOF, 45 MILS DFT (3 COATS)	1,000.00	SF		
E013	FLUID APPLIED ROOFING MEMBRANE IN ACCORDANCE WITH SECTION 07141 AND 07920:				
E01301	SEAL JOINTS AND PENETRATIONS 6" WIDE	1,000.00	LF		
E01302	45 MILS THICK ROOF MEMBRANE	20,000.00	SF		
E01303	60 MILS THICK ROOF MEMBRANE	200,000.00	SF		
E014	REMOVE DEBRIS AND VEGETATION FROM ROOF SURFACE DRAIN CAGES AND SCUPPERS				
E01401	REMOVE DEBRIS AND VEGETATION FROM ROOF SURFACE DRAIN CAGES AND SCUPPERS	1,000.00	SF		
E015	REPLACE ROOF ACCESS LADDER				
E01501	REPLACE ROOF ACCESS LADDER	300.00	LF		
E016	REGULIE AND RESECURE ELASTOMERIC SHEET (SPOT REPAIR)				
E01601	REGULIE AND RESECURE ELASTOMERIC SHEET (SPOT REPAIR)	1,000.00	SF		
E017	RESECURE METAL FLASHING (SPOT REPAIR)				
E01701	RESECURE METAL FLASHING (SPOT REPAIR)	5,000.00	SF		

Reproduction of Standard Form 36 (REV.10-83)

**EXHIBIT E
OPTION PERIOD 4**

CONTRACT N40192-06-R-2540

PAGE 4 OF 4

ROOFING IDIQ CONTRACT, VARIOUS LOCATIONS, GUAM

E018	TRIM/DISPOSE TREE BRANCHES OBSTRUCTION ROOFING OPERATION				
E01801	TRIM/DISPOSE TREE BRANCHES OBSTRUCTION ROOFING OPERATION	1,000.00	LF		
E019	INSTALL HATCHES OR SKYLIGHT, FLUSH OR CURB MOUNTED				
E01901	INSTALL HATCHES OR SKYLIGHT, FLUSH OR CURB MOUNTED	2,500.00	SF		
E020	REPLACE ROOF EXHAUSTERS AND ROOF VENTILATORS AS PER SECTION 15050, 15001 AND 16060:				
E02001	ROOF VENTILATOR, WIND DRIVEN UP TO 500 CFM	5.00	EA		
E02002	ADDITIVE COST FOR LINE ITEM E02001, FOR EACH 1,000 CFM INCREMENT	15.00	EA		
E02003	ROOF VENTILATOR, POWER, UP TO 500 CFM	5.00	EA		
E02004	ADDITIVE COST FOR LINE ITEM E02003, FOR EACH 1,000 CFM INCREMENT	15.00	EA		
E02005	MOTOR CONNECTION, FLEXIBLE CONDUIT AND WIRES	15.00	EA		
E02006	REPLACE DISCONNECT SWITCH, STAINLESS STEEL ENCLOSURE FOR EXTERIOR, NEMA4X	5.00	EA		
E02007	REPLACE DISCONNECT SWITCH, NEMA1	5.00	EA		
E02008	INSTALL GUY WIRES FOR ROOF EXHAUSTERS AND ROOF VENTILATORS (4 EACH PER VENTILATOR)	10.00	EA		
E021	PAINTING AND SPOT PAINTING PER SECTION 09900				
E02101	PAINT FACIA OR TOUCHUP DRIPS AND SPLATTER ON WALLS, ETC.	5,000.00	SF		

OPTION PERIOD 4 TOTAL \$ _____

Request for Proposal N40192-06-R-2540

Roofing IDIQ Contract,

Various Locations, Guam

Instructions to Proposers

INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSAL N40192-06-R-2540

TABLE OF CONTENTS

PART 1. GENERAL

1.1 GENERAL INSTRUCTIONS

PART 2. CONTRACTOR PROPOSALS

2.1 PROPOSAL REQUIREMENTS

2.2 CONTRACTOR'S SIGNATURE

PART 3. ORDERING OF WORK

PART 4. SOLICITATION PROVISIONS

PART 1. GENERAL

1.1 GENERAL INSTRUCTIONS

TYPE OF CONTRACT: The Government contemplates award of an Indefinite Delivery Indefinite Quantity (IDIQ) roofing contract with an estimated performance period of 12 months for the base period and four option periods for a total of 60 months. The contract minimum guaranteed amount is \$25,000.00 and applies to the base period only. Orders will range from \$2,500.00 to \$500,000.00.

LIMITED COMPETITION TO 8(a) FIRMS SERVICED BY THE HAWAII DISTRICT OFFICE: This procurement is limited to competition of 8(a) firms certified for participation in the 8(a) program who are serviced by the Hawaii District Office whose address is U.S. Small Business Administration, Hawaii District Office, 300 Ala Moana Boulevard, Ste. 2-235, Honolulu, HI 96850 and/or only those locally geographic 8(a) firms with bona fide residence will be considered. These 8(a) firms must meet the Bona Fide Place of Business rule established by the SBA Procedural Notice 800-523. Firms that are not serviced by the Hawaii District Office, but have a verifiable office and employees located within the geographic area served by the Hawaii District Office at the time of the FedBizOpps announcement printed March 14, 2006 are eligible to submit offers. All other firms are deemed ineligible to submit offers.

SITE VISIT: A site visit is scheduled for Thursday, 27 April 2006 at 0900 (Guam time). Meet at NAVFAC Marianas, Building 101 on that day. The purpose of the site visit is to provide prospective offerors an opportunity to familiarize themselves with the jobsite(s) and conditions encountered. This is not a question and answer session. Offerors are advised that any statements or representations made by a Government Representative during the site visit shall not constitute a change to the solicitation requirements. Participants shall obtain a gate pass at the Commander, U.S. Naval Forces, Marianas, Security Office, before the scheduled time of the site visit and pre-proposal conference. To request temporary base and vehicle passes for the site visit, submit a letter to this office to the attention of Kay Lynn Machacek at the address shown on the Standard Form 1442 with the list of proposed participants and their Social Security numbers, no later than 25 April 2006, 4:00 p m. You may submit your requests by facsimile at (671) 339-7077 or email at kay.machacek@navfacmar.navy.mil. Provide an email address with your request. For vehicle passes, Offerors shall provide to the security office the following: car registration, car insurance, driver's license and comply with base tinting policy.

PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held immediately after the site visit, approximately 11:00 a.m., at the NAVFAC Marianas conference room, Bldg. 101. The purpose of the conference is to answer general questions and provide clarification regarding proposal preparation and submission, etc. In order to make the conference as productive as possible, offerors are requested to submit any questions by 24 April 2006 that they may have in writing to the attention of Kay Lynn Machacek at the address shown on the Standard Form 1442. You may submit by facsimile at (671) 339-7077 or email at kay.machacek@navfacmar.navy.mil. The submission of questions will not preclude anyone from posing questions during the pre-proposal conference. During the conference, written, signed questions will be accepted, and will be answered during the conference if time permits. ALL QUESTIONS MUST BE IN WRITING.

INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSAL N40192-06-R-2540

Failure of a prospective offeror to submit any questions or attend the conference will be construed to mean that the offeror fully understands all requirements of the solicitation. Prospective offerors are advised that the pre-proposal conference will be held solely for the purpose of explaining the concepts involved in the project and the specifications, terms and conditions of this solicitation.

No minutes of this meeting will be issued. All prospective offerors are advised that this solicitation will remain unchanged unless it is amended in writing. The Contracting Officer will amend the solicitation if determined necessary as a result of the pre-proposal inquiries.

The use of cameras, tape recorders, and other recording devices are prohibited during the pre-proposal conference.

ADDITIONAL QUESTIONS: Due to time constraints, questions submitted after 01 May 2006 may not be answered prior to the closing date of this solicitation.

BID GUARANTEE: Offerors are reminded that a bid guarantee must be submitted with the completed Standard Form 1442.

CENTRAL CONTRACTOR REGISTRATION DATABASE: Contractors must be registered in the Central Contractor Registration database in accordance with FAR clause 52.204-7 Central Contractor Registration to receive contract award.

REPRESENTATIONS AND CERTIFICATIONS: Contractors are required to complete On-Line Representations and Certifications in accordance with FAR clause 52.204-8 Annual Representations and Certifications, as included in this solicitation.

PARTNERING: In order to most effectively accomplish this project, a partnering provision is included for possible implementation with the successful Contractors. Partnering is a method of contract execution and management which strives to draw on the strengths of the Government and the Contractor in an effort to achieve a quality project done right the first time, within budget, and on schedule. It may be offered to the successful Contractor, but will not be mandatory. If accepted, the terms of the partnering arrangement will be negotiated and agreed upon by all concerned. For additional guidance, "A Guide to Partnering for Construction Projects" and "Partnering--A Concept for Success" are available at the Contracts Department.

TERRITORY OF GUAM NOTICE CONCERNING TAXES, LICENSES, AND WITHHOLDINGS:

NOTE: The information in the Instructions to Proposers is provided by the Government of Guam, Department of Revenue and Taxation. Any questions concerning applicability or interpretation should be directed to that Agency at Building 13-1, Mariner Avenue, Tiyan, Barrigada Guam 96923. Business registration with the Government of Guam is not considered in determining contractor responsiveness or responsibility. Bidders attention is directed to the FAR clause 52.236-7 Permits and Responsibilities in the solicitation.

- a. All persons engaging in business in Guam must be licensed to do so by the Government of Guam prior to commencement of business in Guam. Engaging in business includes, but is not limited to, services provided by contractors. Applications for business licenses shall be made to the Department of Revenue and Taxation, License and Registration Branch.
- b. All corporations, domestic (created under the laws of Guam) or foreign (not created under the laws of Guam) must register with the Department of Revenue and Taxation, License and Registration Branch.
- c. Any person engaging in business in Guam must file monthly Business Privilege Tax returns with the Department of Revenue and Taxation.
- d. All corporations with a Guam source of funds must file income tax returns to the Department of Revenue and Taxation on the prescribed forms.

INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSAL N40192-06-R-2540

- e. All employers must deposit wage withholdings from their employees to the Treasurer of Guam. Guam Depository Receipts, as well as Quarterly Withholding Statements are required to be filed with the Department of Revenue and Taxation in the same manner as similar returns and statements required to be filed with the U.S. Internal Revenue Service.
- f. Failure to comply with the above may result in criminal or civil penalties as provided by law.

PART 2. CONTRACTOR PROPOSALS

2.1 PROPOSAL REQUIREMENTS

Handcarried offers will be delivered to NAVFAC Marianas, Bldg. 101 1st Floor, Guam, prior to the date and time set for receiving offers, as stated on the Standard Form 1442, Block 13(a).

THERE WILL BE NO PUBLIC OPENINGS OF PROPOSALS.

Each proposer shall submit, as a minimum the following information. Failure to include all items may render the proposal ineligible for award.

A. GENERAL

1. Submit an original and one copy of your price proposal and an original and two copies of your technical proposal.
2. Identify each page of your proposal with your firm's name and the solicitation number.
3. Secure all material in a 3-ring binder (or similar).
4. Separate the technical proposal from the price proposal. Submit the technical and price proposals with the required documentation from FAR 52.215-1(c)(2). The price proposal shall be submitted in a sealed envelope and marked in the bottom right corner "PRICE PROPOSAL SUBMITTED UNDER RFP N40192-06-R-2540 – DO NOT OPEN IN MAILROOM". The technical proposal shall be submitted in a sealed envelope and marked in the bottom right corner "TECHNICAL PROPOSAL SUBMITTED UNDER RFP N40192-06-R-2540 – DO NOT OPEN IN MAILROOM". Identify both the price and technical original proposal as "Original" on the cover of each proposal.
5. Separate sections by use of tabs/dividers.

B. PRICE PROPOSAL. Submit the following:

1. Signed Standard Form 1442.
2. Acknowledgment of any amendments issued for this RFP prior to the date specified for receipt of proposals.
3. Prices for all Line Items (base period and four option periods) in Document 00101.
4. The required bid guarantee for the project.
5. Representations and Certifications in Document 00600.

C. TECHNICAL PROPOSAL

Document 00210, Part 2.1 provides the technical evaluation factors. YOUR PROPOSAL MUST ADDRESS EACH FACTOR and provide sufficient information as required.

INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSAL N40192-06-R-2540

Offerors are cautioned to submit their best proposal as the Government may not hold discussions, however, the Government reserves the right to hold discussions if deemed necessary to obtain the best value for the Government.

D. EVALUATION PROCEDURES.

1. LIMITATION OF OVERALL PROPOSAL SUBMISSION.

The offeror(s) shall submit their overall proposal in a binder that shall not exceed 3 inches with standard 8.5" X 11" paper.

2. PROPOSAL SUBMISSION REQUIREMENTS.

a. Past Performance

The offeror and team members shall submit reference information on at least three (3) recent contracts (if available) performed during the past three (3) years that it considers most relevant in demonstrating its ability to perform the proposed effort. Team members include any joint venturer and subcontractors performing more than 25% of the work. Reference information will include, at a minimum:

- Client agency and location;
- Contract number;
- Dollar value and duration of contract;
- Description of work;
- Significant problems encountered (if any) and corrective actions taken
- Client point of contact name, telephone/fax number, and e-mail address, and
- If not apparent, a statement explaining the relevance of the work to the proposed effort.

In addition to references, the offeror shall identify any contracts terminated for default within the last three (3) years and provide an explanation regarding any such terminations.

NOTES:

(1) 'Relevant' means sufficiently similar to the instant acquisition to provide indicators of expected performance. For example, construction similarity and complexity, contract type, dollar value, major or critical subcontractors, teaming partners and joint ventures. Relevant does not mean the same or identical work being acquired under this solicitation.

(2) The term 'offeror' typically refers to a single corporation submitting a proposal either as a prime contractor or a joint venture composed of multiple organizations submitting a proposal as joint-venture partners.

(3) The Contracting Officer may discount favorable past performance of a subcontractor unless the prime contractor clearly provides, in its proposal, evidence of a binding teaming agreement or other contractual agreement which creates legal responsibility on the part of the subcontractors.

(4) The offeror will not be rated favorably or unfavorably if the offeror does not have a record of relevant past performance or if a record of past performance is unavailable. For purposes of any award decision, a neutral rating will be considered equivalent to acceptable.

(5) The Government may use information obtained from sources other than the offeror's proposal (e.g., CCASS, PPIRS, etc.).

(6) The Government, in compliance with FAR 15.305(a)(2)(ii), will allow offerors to provide information on any problems encountered on any identified contracts, and any corrective actions taken by the offeror.

INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSAL N40192-06-R-2540

b. Key Personnel and Experience

Offerors shall submit the experience of their key personnel on contracts, completed within the last three (3) years, of similar scope, size, complexity, context, and relevancy comparable to that described in the solicitation's statement of work. Reference information will include at a minimum:

- Client agency and location;
- Contract number;
- Dollar value and duration of contract;
- Description of work;
- Significant problems encountered (if any) and corrective actions taken, and
- The position the proposed key person held during the project.

In addition to the experience of key personnel, offerors shall submit any other information relevant to the professional abilities of key personnel such as education, employment history, training, and other experience. This information may be submitted in resume format.

Key personnel shall include as a minimum the safety officer, site superintendent, and quality control manager.

c. Safety

- (1) Submit a Safety Plan in accordance with the EM 385-1-1 under which your firm will ensure work safety. This must specifically address safety requirements of the proposed contract and include, among other documents and information, a detailed description of your safety program, safety personnel and their roles within the contract management organization. The safety plan narrative shall be limited to forty (40) standard 8.5" X 11" pages in length using standard margins and no less than 10 pitch font.
- (2) Submit an Accident Prevention Plan specific to this solicitation in accordance with the EM 385-1-1. Include your firm's plan to train any workers who either have minimal experience in the English Language, or lack English fluency. The Accident Prevention Plan narrative shall be limited to forty (40) standard 8.5" X 11" pages in length using standard margins and no less than 10 pitch font.
- (3) Submit a two -page or less safety statement describing your company's commitment to safety, the unique aspects of your safety program, successes of the program and recent improvements made. Discuss low or high incidence rates, low or high safety marks on performance evaluations, and explanation of a sustained superior safety record. Safety awards and letters of commendation specific to safety can be attached to this statement.
- (4) Any OSHA citations/violations within the last three (3) years.

d. Construction Management

Submit a Management Plan, limited to forty (40) standard 8.5" X 11" pages in length using standard margins and no less than 10 pitch font, that addresses the following areas:

- (1) Workforce Management. Lines of management authority, supervision, span of control, and accountability, including the relationship between overall management (corporate and on-site), administration, and subcontractors. Includes elements such as:
 - (i) Job descriptions, names, titles, qualifications, responsibilities, and authority level of corporate and on-site management personnel (e.g. project managers, superintendents, etc.) proposed for use on this contract. Provide a succession plan for temporary (up to six consecutive weeks) and permanent replacement (beyond six consecutive weeks) of key personnel.

INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSAL N40192-06-R-2540

- (ii) Effective methods and procedures used to recruit and retain qualified personnel and managers on similar projects, as well as the training plan to be utilized for such personnel to ensure an optimal level of performance.
- (iii) Description of work to be performed by prime, since at least 25% of the work/contract cost must be performed by the offeror by its own employees.
- (2) Workload Management. Offerors will provide a method for planning and coordinating projects to meet schedules and completion dates. In addition, they will identify a plan to meet foreseeable fluctuations in workload caused by weather (e.g. typhoons, etc.).
- (3) Subcontractor Management. Offerors shall provide a complete narrative on how they will manage and integrate all intended subcontractors. They shall explain their implementation of their quality assurance, safety, and supervisory oversight of subcontractor performance to ensure compliance with all regulatory and contract requirements as well as timely completion.
- (4) Client Relationship Management. Offeror's shall describe their approach to maintaining effective communication with the Government, sharing knowledge, demonstrating a business-like concern for the client's interests, and facilitating program integration. They will discuss any partnering or teaming techniques the offeror already employs which are applicable to this contract.
- (5) Quality. Offerors shall provide a summary of the proposed "Quality Control Plan," i.e. the quality processes (practices, resources, and activities) and minimum controls that will be used to ensure full compliance with all performance objectives and standards. They will describe the methods to be used to document, measure, control and improve the quality processes and state whether these processes and controls are compliant or, if not compliant, document procedures that describe the manner in which they are equivalent. They will also describe the plan for training employees in the quality processes.

E. AWARD OF CONTRACT. Prior to award, the Contracting Officer shall make a determination of price reasonableness and contractor responsibility, in accordance with FAR Parts 9 and 15. All technically acceptable offerors will be evaluated and the one submitting the lowest priced technically acceptable offer will be selected for contract award.

2.2 CONTRACTOR'S SIGNATURE:

- a. Individuals. A contract with an individual shall be signed by that individual. A contract with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words "an individual doing business as *[insert name of firm]*."
- b. Partnerships. A contract with a partnership shall be signed in the partnership name.
- c. Corporations. A contract with a corporation shall be signed in the corporate name, followed by the word "by" and the signature and title of the person authorized to sign.
- d. Joint Ventures. A contract with a joint venture may involve any combination of individuals, partnerships, or corporations. The contract shall be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.
- e. Agents. When an agent is to sign the contract, other than as stated in paragraphs (a) through (d) above, the agent's authorization to bind the principal must be established by evidence satisfactory to the Contracting Officer.

INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSAL N40192-06-R-2540

PART 3. ORDERING OF WORK

TASK ORDER PROPOSAL SUBMISSION PROCEDURES:

Upon receipt of a customer purchase or work request, the Government will issue a Request for Proposal Letter (RFPL) to the contractor. The statement of work will have a list of proposed work items and estimated quantities. A site visit/scope meeting will be held in order to develop a mutually agreed upon statement of work for the project and verify work items and quantities. This will be conducted on a task-by-task basis.

NOTICE TO PROCEED: The Notice to Proceed for each task order is contemplated to be issued after the receipt and acceptance of the contractor's required performance and payment bonds.

TASK ORDERS: Mobilization and performance periods will be negotiated for each delivery order placed under this contract.

LIQUIDATED DAMAGES: The amount of liquidated damages will be specified in each task order for each calendar day of delay until the work is completed or accepted. The following table shows the amount of liquidated damages that can be accessed based on the task order amount as per NFAS 11.502 (g).

DELIVERY ORDER AMOUNT	LIQUIDATED DAMAGES PER CALENDAR DAY
2,500.00 TO 25,000.00	\$ 80.00
25,001.00 TO 50,000.00	\$110.00
50,001.00 TO 100,000.00	\$140.00
100,001.00 TO 500,000.00	\$200.00
Each additional \$100,000.00	Add \$ 50.00

PART 4. SOLICITATION PROVISIONS

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil/>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSAL N40192-06-R-2540

52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)

a) *Definitions.* As used in this provision --

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.”

“In writing,” “writing,” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

- (1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

- (i) addressed to the office specified in the solicitation, and

- (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

- (2) The first page of the proposal must show --

- (i) The solicitation number;

- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and

- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

- (3) *Submission, modification, revision, and withdrawal of proposals.*

- (i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is

INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSAL N40192-06-R-2540

specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSAL N40192-06-R-2540

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSAL N40192-06-R-2540

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an **Indefinite Delivery Indefinite Quantity** contract resulting from this solicitation.

(End of Provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

(1) its implementation of the Equal Opportunity clause,

INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSAL N40192-06-R-2540

(2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and

(3) its efforts to meet the goals.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Guam.

(End of Provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
[Check each block that is applicable.]

* (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

* (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

* (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSAL N40192-06-R-2540

* (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

* (v) The facility is not located within any State of the United States or its outlying areas.

(End of Provision)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2005)

(a) Definitions. “Construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act--Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause

INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSAL N40192-06-R-2540

52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested--

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of Provision)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds --

- (1) To unsuccessful bidders as soon as practicable after the opening of bids; and
 - (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
- (c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000.00, whichever is less.
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of Provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either --

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSAL N40192-06-R-2540

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of Clause)

52.236-27 SITE VISIT (CONSTRUCTION)(FEB 1995) - ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: **Kay Lynn Machacek, Contract Specialist**

Address: **NAVFAC Marianas, PSC 455 Box 195, FPO AP 96540-2937**

Telephone: **(671) 339-1135**

(End of Provision)

ALTERNATE I (FEB 1995). If an organized site visit will be conducted, substitute a paragraph substantially the same as the following for paragraph (b) of the basic provision:

(b) An organized site visit has been scheduled for – **27 April 2006 at 0900**

(c) Participants will meet at – **NAVFAC Marianas, Bldg. 101**

(End of Provision)

INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSAL N40192-06-R-2540

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil> or

<http://www.arnet.gov/far> (FAR only) or

<http://www.acq.osd.mil/dpap/dars/dfars/index.htm> (DFARS only)

(End of Provision)

5252.215-9300 CONTENT OF PROPOSALS (JAN 2003)

(a) PROPOSAL REQUIREMENTS. The technical proposal and the price/cost proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information, except for salary information provided on resumes. The technical proposal presented by the offeror to whom the award is made will be incorporated into the contract at time of award.

(b) The offeror shall submit the following information:

- (1) 2 completed signed solicitation packages, including executed representations and certifications, and cost/prices in Section B and any accompanying exhibits.
- (2) 3 copies of the technical proposal.
- (3) 2 copies of the price proposal.

(c) TECHNICAL PROPOSAL. Each technical proposal shall be precise, detailed, and complete as to clearly and fully demonstrate a thorough knowledge and understanding of the requirements. As a minimum, the proposal must contain sufficient detail so that it may be evaluated in accordance with the EVALUATION FACTORS provision, Document 00210.

(d) PRICE/COST PROPOSAL. Each price/cost proposal shall contain a breakdown of direct labor costs; direct material cost (identifying the quantity, type and unit price); subcontracting costs; overhead costs; general and administrative costs; and profit.

- (1) Offers are solicited on an "all or none" basis and Far 52.215-1, INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (MAY 2001)" in Document 00201, is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of the offer.

(End of Clause)

5252.215-9301 MULTIPLE PROPOSALS (JUN 1994)

Proposers may, if they desire, submit multiple proposals. If multiple proposals are submitted, proposers must price separately each such proposal and assure that the required guarantee is in a sum sufficient to cover the highest possible amount upon which award can be made. In addition, they should assure that full technical and pricing details, as may be appropriate, are furnished so as to assure that their proposals can properly be evaluated without the need for the request for additional information. Unsolicited alternates, either additive or deductive, will not be considered.

(End of Provision)

INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSAL N40192-06-R-2540

5252.228-9300 INDIVIDUAL SURETY/SURETIES (JUN 1994)

(a) Equity Securities (Stock):

- (1) State the place(s) of incorporation and address of the principal place of business for each issuing corporation listed.
- (2) State whether the security issued was issued by public or private offering and give the place of registration of the security.
- (3) State whether the security is presently, actively traded.

(b) Debt Securities (Bonds) and Certificates of Deposit:

- (1) List the type of bonds held and their maturity dates.
- (2) State the name, address, and telephone number of the issuing agency, firm or individual.
- (3) State the complete address(es) where the bonds are held.
- (4) State whether the bonds have been pledged as security or have otherwise been encumbered.

(c) Real Property Interests:

- (1) Provide complete recording data for the conveyance of each parcel or interest listed to the individual proposed as surety.
- (2) State whether the values listed are based upon personal evaluation or evaluation of an experienced real estate appraiser. If available, provide copies of written appraisals.
- (3) State the method(s) of valuation upon which appraisal is based.
- (4) Provide the assessed value of each property interest listed utilized by the appropriate tax assessor for purposes of property taxation.
- (5) Provide the telephone number, including area code, for the tax assessor who performed the most recent tax assessment.
- (6) State whether each real property interest listed is currently under lien or in any way encumbered and the dollar amount of each such lien or encumbrance

(d) Persons Proposed as Individual Sureties:

- (1) A current list of all other bonds (bid, performance, and payment) on which the individual is a surety and bonds for which the individual is requesting to be a surety.
- (2) A statement as to the percent of completion of projects for which the individual is bound on a performance bond.

This information is necessary to enable the Contracting Officer to evaluate the sufficiency of the surety's net worth in a timely manner.

(End of Provision)

INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSAL N40192-06-R-2540

5252.228-9302 BID GUARANTEE (JAN 1996)

To assure the execution of the contract and the performance and payment bonds, each bidder/offeror shall submit with its bid/offer a guarantee bond (Standard Form 24) executed by a surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety, or other security as provided in FAR Clause 52.228-1, "Bid Guarantee". Security shall be in a penal sum equal to at least 20 percent of the largest amount for which award can be made under the bid submitted, but in no case to exceed \$3,000,000. The bid guarantee bond shall be accompanied by a copy of the agent's authority to sign bonds for the surety company.

(End of Provision)

REQUIRED INSURANCE (IAW FAR 28.306(b))

Reference FAR clause entitled '**Insurance...**' the Contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract.

- a. Workmen's Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a state which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such state will be satisfactory. The required Workmen's Compensation Insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of **\$100,000**.
- b. General Liability Insurance. Bodily injury liability insurance, in the minimum limits of **\$500,000** per occurrence shall be required on the comprehensive form of policy.
- c. Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of **\$200,000** per person and **\$500,000** per occurrence for bodily injury and **\$20,000** per occurrence for property damage shall be required.

--End of Document--

Request for Proposal N40192-06-R-2540

Roofing IDIQ Contract,

Various Locations, Guam

Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD
REQUEST FOR PROPOSAL N40192-06-R-2540

TABLE OF CONTENTS

PART 1. GENERAL

- 1.1 GENERAL CONTRACT DESCRIPTION
- 1.2 GENERAL INTENT

PART 2. PROPOSAL EVALUATION

- 2.1 EVALUATION CRITERIA
- 2.2 FINAL SELECTION

PART 1. GENERAL

1.1 GENERAL CONTRACT DESCRIPTION

This acquisition is for a roofing indefinite delivery indefinite quantity (IDIQ) contract at various locations on Guam. The Contractor shall furnish all labor, safety controls, transportation, materials, equipment, and supervision necessary to perform demolition and repair of existing roofing systems and installation of new roofing systems, and incidental related work at various military facilities on Guam.

The estimated performance period is 12 months from the date of award for the base period and four option periods for a total contract term of 60 months. The estimated cost is between \$10,000,000.00 and \$25,000,000.00. There is a minimum guarantee of \$25,000.00 for the base year only and each task order will be funded at the time of issuance and will represent a portion of that guarantee until met.

1.2 GENERAL INTENT

This is a construction procurement issued as a competitive 8(a) set-aside and intended to result in the award of an IDIQ contract. The Government will select the responsible offeror submitting the lowest priced technically acceptable offer. Tradeoffs will not be used. Offerors will be advised that the award may be made without discussions, exchanges or any clarifications concerning the proposals received. However, the Government reserves the right to clarify certain aspects of proposals and conduct discussions if determined necessary by the Contracting Officer.

Evaluation for technical acceptability will be based on the subfactors listed as follows:

Technical Acceptability

1. Past Performance
2. Key Personnel and Experience
3. Safety
4. Construction Management

PART 2. PROPOSAL EVALUATION

2.1 EVALUATION FACTORS

Technical Acceptability

The technical subfactors are of equal weight. The solicitation requires offerors to address specific proposal requirements for each evaluation factor as stated in the solicitation. Technical acceptability will be evaluated using an acceptable/marginal/unacceptable adjectival rating scheme.

EVALUATION FACTORS FOR AWARD
REQUEST FOR PROPOSAL N40192-06-R-2540

The following will be used as a guide in rating the overall technical acceptability of each proposal:

Rating	Evaluation
Acceptable	The proposal meets the stated requirements. The response is considered complete in terms of the basic content and level of information the Government seeks for evaluation. There are no deficiencies but the proposal may contain weaknesses that present negligible risk of failed performance. Weaknesses need not be corrected to make award.
Marginal	The proposal demonstrates a technical approach containing some flaws/inadequacies, and some significant performance risks in accomplishing solicitation performance requirements. The proposal contains significant weaknesses and deficiencies that must be corrected before further consideration.
Unacceptable	The proposal demonstrates a seriously flawed or inadequate technical approach. Numerous performance risks remain largely unmitigated. There is no reasonable likelihood of success; deficiencies are so major or extensive that a major revision tantamount to complete re write of the proposal would be needed.

Table 1. Technical Approach/Methods Rating Criteria

An offeror must comply with all aspects of the technical requirements as specified in the Statement of Work. In addition, the overall technical evaluation will be based upon the combined evaluation of the following subfactors:

1. Past Performance

- a. The offeror's past performance will be evaluated based upon customer satisfaction in the most recent, relevant and local (Guam) projects within the last three (3) years. Customer satisfaction will be measured based upon the following considerations: quality of workmanship; timely completion of work (time growth); reasonableness of price (cost growth); business integrity; cooperation and responsiveness.
- b. To have an overview of the offeror's ability to satisfy its customers, the Government will evaluate the offeror's general performance in terms of schedule extensions, cost growth, and any termination history, as shown in any source, including, without limitation, Performance Evaluations (Forms DD2626 or SF1420), and any letters of appreciation or commendation.
- c. The offeror will not be rated favorably or unfavorably if the offeror does not have a record of relevant past performance, or if information on the offeror's past performance is not available.
- d. The information provided by the offeror will comprise the major source of information upon which the Government will rely to evaluate past performance. However, the sources of information for the Government's evaluation are not restricted to the information provided by the offeror. The Government may use any other sources to assess past performance information, including, without limitation, information from the Construction Contract Appraisal Support System (CCASS), Past Performance Information Retrieval System (PPIRS), the Department of Labor, OSHA, or any other Federal Agency, and information from any previous customers or clients.
- e. The Government, in compliance with FAR 15.305(a)(2)(ii), will allow offerors to provide information on any problems encountered on any identified contracts, and any corrective actions taken by the offeror.

EVALUATION FACTORS FOR AWARD
REQUEST FOR PROPOSAL N40192-06-R-2540

The following will be used as a guide in rating the overall Past Performance acceptability of each proposal:

Rating	Evaluation
Acceptable	Offeror has an adequate history of satisfactory performance on contracts that are similar in scope, size, complexity, context, and relevancy. Previously employed risk mitigation approaches demonstrate an adequate ability to avoid/correct performance problems and challenges. There is moderate performance risk with this offer.
Neutral	Offeror, or the proposed employees for the offeror, does not have pertinent past performance history relating to this solicitation and therefore will not be evaluated favorably or unfavorably on this factor. A neutral rating will be evaluated the same as acceptable for purposes of award.
Marginal	Offeror has a below average history of satisfactory performance on contracts that are similar in scope, size, complexity, context, and relevancy. Previously employed risk mitigation approaches demonstrate some instances of less than adequate ability to avoid/correct performance problems and challenges. There is significant performance risk with this offer that must be corrected before further consideration.
Unacceptable	Offeror has a poor history of satisfactory performance on contracts that are similar in scope, size, complexity, context, and relevancy. Previously employed risk mitigation approaches demonstrate a poor or non-existent ability to avoid/correct performance problems and challenges. Offeror has an unsatisfactory past performance record clearly reflecting unacceptably high performance risk.

Table 2. Past Performance Information Rating Criteria

2. Key Personnel and Experience

The offeror's key personnel resumes will be evaluated based upon the qualifications and experience, the most recent, relevant projects similar to the proposed project in scope, dollar value, remote location (such as Guam), and complexity that have been completed within the last three (3) years.

The following will be used as a guide in rating the overall Key Personnel and Experience acceptability of each proposal:

Rating	Evaluation
Acceptable	Offeror's key personnel have experience on contracts that are similar in scope, size, complexity, context, and relevancy and other appropriate qualifications. There is low to moderate performance risk with this offer.
Marginal	Offeror's proposed key personnel have little past experience on contracts that are similar in scope, size, complexity, context, and relevancy or other appropriate qualifications are lacking. There is significant performance risk with this offer that must be corrected before further consideration.
Unacceptable	Offeror's proposed key personnel have no past experience on contracts that are similar in scope, size, complexity, context, and relevancy or other appropriate qualifications are lacking. There is unacceptably high performance risk with this offer.

Table 3. Key Personnel and Experience Rating Criteria

3. Safety

- a. Safety Program. The Safety Plan under which the offeror will ensure work safety must specifically address safety requirements of the proposed contract and include, among other documents and information, a detailed description of the Safety Program, safety personnel and their roles within the contract management organization.
- b. Accident Prevention Plan. The offeror's Accident Prevention Plan specific to this solicitation will be evaluated if it conforms to the U. S. Army Corps of Engineers Safety and Health Requirements

EVALUATION FACTORS FOR AWARD

REQUEST FOR PROPOSAL N40192-06-R-2540

Manual, EM 385-1-1. Offeror's approach to train workers with minimal experience or lack of English language fluency will be evaluated. Offeror's approach to provide safety training to all workers, experienced and minimally experienced alike, will be evaluated.

The following will be used as a guide in rating the overall Safety acceptability of each proposal.

Rating	Evaluation
Acceptable	Offeror provides a feasible approach to safety and has a Safety Plan and Accident Prevention Plan that can adequately control and manage safety with low to moderate risk of not meeting safety standards.
Marginal	Offeror does not fully demonstrate a feasible approach to safety and has a flawed or inadequate Safety Plan and/or Accident Prevention Plan that may not adequately control and manage safety. The Safety Program has significant weaknesses and deficiencies that must be corrected before further consideration.
Unacceptable	Offeror clearly has a flawed or inadequate approach to safety and has a Safety Plan and/or Accident Prevention Plan that has deficiencies that are so major or extensive that a major revision tantamount to complete rewrite would be needed.

Table 4. Safety Rating Criteria

4. Construction Management

- a. The offeror will be evaluated on whether it has demonstrated a feasible approach to controlling and managing the entire project considering its plans for managing its workforce, workload, subcontractors, client relationships, and quality.
- b. In addition, the offeror must demonstrate a plan to perform at least twenty-five percent (25%) of the cost of the contract, not including the cost of materials and management, with its own employees.

The following will be used as a guide in rating the overall Management acceptability of each proposal:

Rating	Evaluation
Acceptable	The proposal demonstrates a feasible approach to managing the entire project, and an overall organizational structure that can adequately control, plan and execute work with low to moderate risk of not meeting performance objectives and standards.
Marginal	The proposal does not fully demonstrate a feasible approach to managing the entire project. The proposal demonstrates a flawed or inadequate organizational structure that may not adequately control, plan and execute work. Some performance risks remain unmitigated. The proposal contains significant weaknesses and deficiencies that must be corrected before further consideration.
Unacceptable	The proposal clearly demonstrates a flawed or inadequate organizational structure that will not adequately control, plan and execute work. Significant performance risks remain largely unmitigated. There is no reasonable likelihood of success; deficiencies are so major or extensive that a major revision tantamount to complete rewrite of the proposal would be needed.

Table 5. Management Rating Criteria

2.2 FINAL SELECTION

All technically acceptable offerors will be evaluated and the one submitting the lowest priced technically acceptable offer will be selected for contract award.

-- End of Document --

DOCUMENT 00210

Request for Proposal N40192-06-R-2540

Roofing IDIQ Contract,

Various Locations, Guam

Representations and Certifications

REPRESENTATIONS AND CERTIFICATIONS

REQUEST FOR PROPOSAL N40192-06-R-2540

FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is **238160**.

(2) The small business size standard is **\$13,000,000.00**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]* . These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

REPRESENTATIONS AND CERTIFICATIONS

REQUEST FOR PROPOSAL N40192-06-R-2540

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) *Definitions.* As used in this provision—

(1) “Government of a terrorist country” includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) “Terrorist country” means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) “Significant interest” means—

(i) Ownership of or beneficial interest in 5 percent or more of the firm’s or subsidiary’s securities. Beneficial interest includes holding 5 percent or more of any class of the firm’s securities in “nominee shares,” “street names,” or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

REPRESENTATIONS AND CERTIFICATIONS

REQUEST FOR PROPOSAL N40192-06-R-2540

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

-- End of Document --

Request for Proposal N40192-06-R-2540

Roofing IDIQ Contract,

Various Locations, Guam

Contact Clauses (Full Text)

CONTRACT CLAUSES, FAR 52.202 THROUGH 52.252 (FULL TEXT)

REQUEST FOR PROPOSAL N40192-06-R-2540

**52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) –
ALTERNATE I (APR 1984)**

The Contractor shall be required to

- (a) commence work under this contract within **the specified number of** calendar days after the date the Contractor receives the notice to proceed **for each individual task order**,
- (b) prosecute the work diligently, and
- (c) complete the entire work ready for use not later than **the completion date stated on each individual task order**. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

52.211-12 LIQUIDATED DAMAGES -- CONSTRUCTION (SEPT 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount **specified in each individual task order** for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of Clause)

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **the date of contract award** through **the final day of the contract**.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of **\$500,000.00**;

(2) Any order for a combination of items in excess of **\$500,000.00**; or

CONTRACT CLAUSES, FAR 52.202 THROUGH 52.252 (FULL TEXT)

REQUEST FOR PROPOSAL N40192-06-R-2540

(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the contract completion date.

(End of Clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of Clause)

CONTRACT CLAUSES, FAR 52.202 THROUGH 52.252 (FULL TEXT)

REQUEST FOR PROPOSAL N40192-06-R-2540

**52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS
(JUNE 2003) – ALTERNATE I (APR 2005)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer --

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)

(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The _____ [insert name of SBA's contractor] will notify the _____ [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of Clause)

ALTERNATE I (Apr 2005). If the competition is to be limited to 8(a) concerns within one or more specific SBA regions or districts, add the following subparagraph (a)(3) to paragraph (a) of the clause:

(3) The offeror's approved business plan is on the file and serviced by the **U.S. Small Business Administration (SBA), Hawaii District Office, 300 Ala Moana Boulevard, Ste. 2-235, Honolulu, Hawaii 96850.**

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2006)

(a) Definitions. As used in this clause--

"Caribbean Basin country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

CONTRACT CLAUSES, FAR 52.202 THROUGH 52.252 (FULL TEXT)

REQUEST FOR PROPOSAL N40192-06-R-2540

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);
- (2) A Free Trade Agreement country (Australia, Canada, Chile, Mexico, or Singapore);
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Dominican Republic, El Salvador, Grenada, Guatemala, Guyana, Haiti, Honduras, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

CONTRACT CLAUSES, FAR 52.202 THROUGH 52.252 (FULL TEXT)

REQUEST FOR PROPOSAL N40192-06-R-2540

“Free Trade Agreement country construction material means” a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Foreign construction material” means a construction material other than a domestic construction material.

“Least developed country construction material” means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic, designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: **None**

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

CONTRACT CLAUSES, FAR 52.202 THROUGH 52.252 (FULL TEXT)

REQUEST FOR PROPOSAL N40192-06-R-2540

(c) Request for determination of inapplicability of the Buy American Act.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			

CONTRACT CLAUSES, FAR 52.202 THROUGH 52.252 (FULL TEXT)

REQUEST FOR PROPOSAL N40192-06-R-2540

<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil> or

<http://www.arnet.gov/far> (FAR only) or

<http://www.acq.osd.mil/dpap/dars/dfars/index.htm> (DFARS only)

(End of Clause)

252.219-7009 SECTION 8(a) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

U.S. Small Business Administration

Hawaii District Office, 300 Ala Moana Boulevard, Ste 2-235

Honolulu, Hawaii 96850

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that:

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L.

CONTRACT CLAUSES, FAR 52.202 THROUGH 52.252 (FULL TEXT)

REQUEST FOR PROPOSAL N40192-06-R-2540

100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in Guam, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of Clause)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

(End of Clause)

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

(End of Clause)

5252.216-9306 PROCEDURES FOR ISSUING ORDERS (MAR 2002)

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders on DD Form 1155 by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. A task order will be considered "issued" for the purpose of this contract at

CONTRACT CLAUSES, FAR 52.202 THROUGH 52.252 (FULL TEXT)

REQUEST FOR PROPOSAL N40192-06-R-2540

the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

(b) Except in emergency situations, only a Contracting Officer may modify task/delivery orders. An Ordering Officer, when authorized by the designation official (Contracting Officer), may issue modifications to task/delivery orders only during an emergency. Modifications to task/delivery orders will be issued on a Standard Form (SF 30).

(c) Task orders may be modified orally by the Ordering Officer in emergency circumstances. Oral modifications will be confirmed in writing by issuance of a SF 30 within two (2) working days from the time the oral direction is issued.

(End of Clause)

5252.216-9312 MINIMUM AND MAXIMUM QUANTITIES (JUN 1994)

As referred to in paragraph (b) of FAR 52.216-22, INDEFINITE QUANTITY clause, the contract minimum quantity is **\$25,000.00 (this applies to the base year only)**. Should the Government fail to place orders totaling the amount of the contract minimum quantity, the provisions of FAR Clause 52.249-2 Termination for Convenience of the Government (Fixed-Price)(MAY 2004) Alternate I (SEP 1996) shall apply to the unordered amount of the contract minimum quantity. The maximum quantity shall not be exceeded except as may be provided for by formal modification to the contract.

(End of Clause)

5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000) ALTERNATE I

(a) Within **10** days after receipt of **each task order issued under the contract** the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

☒ A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of **each task order price**.

☒ A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of **each task order price**.

(b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228 9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

ALTERNATE I – As prescribed in 28.102-3-100(b), for indefinite quantity solicitations, substitute “contract price” in the basic provision with the price payable for “the contract guaranteed minimum”.

(End of Clause)

CONTRACT CLAUSES, FAR 52.202 THROUGH 52.252 (FULL TEXT)

REQUEST FOR PROPOSAL N40192-06-R-2540

5252.236-9301 SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA (JUN 1994)

Denial of entry to the work areas under this contract may be required by the Government under certain circumstances where the Contractor's work or presence would constitute a safety or security hazard to ordnance storage or handling operations. Restrictions covering entry to and availability of the work areas are as follows:

(a) Entry. Entry to work areas located within the special Security Limited areas, defined as those work areas located within the existing security fence, can be granted subject to special personnel requirements as specified herein and to other normal security and safety requirements. Complete denial of entry to the Limited Area may be required during brief periods of one to two hours (normally) and on rare occasions of two to four hours. For bidding purposes, the Contractor shall assume denial of entry to the work areas in the Limited Area of six 2 hour denials and one 4 hour denial per month.

(b) Vehicle Delay. The Contractor shall also assume for bidding purposes that, in addition to site denial, each vehicle and/or unit of construction equipment will be delayed during each movement through the security gate, both entering and leaving the limited area. Delays will average **10 minutes**.

(c) Operational Considerations. To reduce delay time while preserving required security, the following points should be considered in operational planning:

(1) Vehicle Search. Security regulations required that all vehicles, when authorized to enter the Limited Area be thoroughly searched by guard force personnel. Such a search will be required for all vehicle/ construction equipment. Accordingly, once a vehicle or unit of construction equipment has been cleared, it may be left in the Limited Area after initial entry has been made. For the period of time authorized the vehicle/equipment left in the Limited Area will be assigned parking areas by the Contracting Officer. The vehicle/equipment must be secured as specified in paragraph entitled "SECURITY REQUIREMENTS." The intent is to reduce the Contractor loss of time at the security gate. No private vehicles will be allowed to enter the Limited Area.

(2) Delivery Vehicles. Vehicles delivering construction materials will be inspected by guard force personnel while the driver is being processed for entry into the Limited Area. The driver and vehicle will then be escorted in the Limited Area by a Security Escort. To provide this service, delivery schedules should be promulgated in advance and vendors made aware that a reasonable delay can be expected if delivery is other than the time specified. Deliveries after 1600 hours will not be allowed entry into the Limited Area without prior approval of the Physical Security Officer.

(End of Clause)

5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to:

(1) submit in writing his proposals for effectuating provision for accident prevention;

(2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

(End of Clause)

CONTRACT CLAUSES, FAR 52.202 THROUGH 52.252 (FULL TEXT)

REQUEST FOR PROPOSAL N40192-06-R-2540

5252.236-9304 UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994)

The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used.

(End of Clause)

5252.237-9301 SUBSTITUTIONS OF KEY PERSONNEL (JUN 1994)

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the consent on substitutes. No change in fixed unit prices may occur as a result of key personnel substitution.

(End of Clause)

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

 X The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

 X The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

 The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

(End of Clause)

5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within 21 days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

(End of Clause)

CONTRACT CLAUSES, FAR 52.202 THROUGH 52.252 (FULL TEXT)

REQUEST FOR PROPOSAL N40192-06-R-2540

5252.245-9302 LIMITED ASSUMPTION OF RISK BY GOVERNMENT (JUN 1994)

(a) Title of all work in place shall be in the Government, and title to all property intended for incorporation in the work shall vest in the Government upon delivery thereof to the site of the work. The term "Government owned property" as used in this clause refers to such work in place and to such other property as to which title has vested in the Government and includes any property furnished or rented to the Contractor by the Government. Upon completion of the work, any such Government owned property not a part of the work (except property rented to, or furnished without charge to the Contractor by the Government) shall become the property of the Contractor. The vesting of title in the Government, as provided in this paragraph, shall in no way relieve the Contractor of any obligations otherwise provided in this contract in respect to such Government owned property except as expressly stated in paragraph (b) of this clause.

(b) The Contractor represents that the contract price does not include the cost of insurance, nor any provision for a reserve, covering the risk assumed by the Government under this paragraph. The Government assumes the risk of loss or damage to such Government owned property (including expenses incidental to such loss or damage) which results directly or indirectly from the explosion of Government owned or controlled munitions (including, without limitations, ammunition, bombs, powder, dynamite and other explosives), whether or not caused by negligence, except that the Government does not assume at any time the risk of, and the Contractor shall be responsible for, such loss or damage (1) which is in fact covered by insurance or for which Contractor is otherwise reimbursed, or (2) which results from disregard of proper instructions of the Contracting Officer, on the part of any of the Contractor's directors, officers or any other representatives having supervision or direction of all or substantially all the Contractor's operations under this contract.

(c) In the event of loss or damage to Government owned property resulting from the risk assumed by the Government hereunder, the Contracting Officer shall determine whether, and to what extent, such property shall be rebuilt, repaired or replaced by the Contractor or otherwise. Should this determination cause an increase or decrease in the cost of doing the work under this contract or time required for its performance, an equitable adjustment shall be made as provided in the changes clause of the contract.

(d) The provisions contained in the statement of work under "Permits and Responsibilities," are to be deemed modified by this clause only to the extent required to give effect to the limited assumption of risk provided in this clause.

(End of Clause)

-- End of Document --

Request for Proposal N40192-06-R-2540

Roofing IDIQ Contract,

Various Locations, Guam

Contract Clauses (By Reference)

CONTRACT CLAUSES, FAR 52.202 THROUGH 52.252 (BY REFERENCE)

REQUEST FOR PROPOSAL N40192-06-R-2540

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-2 Alt I	Audit and Records – Negotiation (JUN 1999) – Alt I	JAN 1997
52.217-5	Evaluation of Options	JUL 1990
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations on Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation	JUL 2005
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action for Workers With Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-3	Hazardous Material Identification and Material Safety Data	JAN 1997

CONTRACT CLAUSES, FAR 52.202 THROUGH 52.252 (BY REFERENCE)

REQUEST FOR PROPOSAL N40192-06-R-2540

52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity -- Construction Contracts	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance -- Work on a Government Installation	JAN 1997
52.228-11	Pledges of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds -- Construction	SEP 2005
52.229-3	Federal, State, and Local Taxes	APR 2003
52.232-5	Payments Under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (JAN 1986) -- Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	SEP 2005
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984

CONTRACT CLAUSES, FAR 52.202 THROUGH 52.252 (BY REFERENCE)

REQUEST FOR PROPOSAL N40192-06-R-2540

52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (NOV 1991) – Alternate I	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16 Alt I	Quantity Surveys (APR 1984) – Alternate I	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21 Alt I	Specifications and Drawings for Construction (FEB 1997) – Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.236-28	Preparation of Proposals – Construction	OCT 1997
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-64	Preference for Privately Owned U.S. – Flag Commercial Vessels	FEB 2006
52.248-3	Value Engineering – Construction	FEB 2000
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (MAY 2004) – Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004

CONTRACT CLAUSES, FAR 52.202 THROUGH 52.252 (BY REFERENCE)

REQUEST FOR PROPOSAL N40192-06-R-2540

252.203-7002	Display of DoD Hotline Poster	DEC 1991
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7004	Alternate A	NOV 2003
252.205-7000	Provision of Information to Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	MAR 1998
252.219-7010	Alternate A	JUN 1998
252.222-7005	Prohibition on Use of Nonimmigrant Aliens—Guam	SEP 1999
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	APR 1993
252.225-7012	Preference for Certain Domestic Commodities	JUN 2004
252.225-7031	Secondary Arab Boycott of Israel	JUN 2005
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	JUL 2000
252.236-7000	Modification Proposals --Price Breakdown	DEC 1991
252.236-7001	Contract Drawings and Specifications	AUG 2000
252.236-7005	Airfield Safety Precautions	DEC 1991
252.243-7001	Pricing of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification of Transportation of Supplies by Sea	MAR 2000

--End of Document--

EXHIBIT C

8(a) ANNUAL UPDATE

Under 15 USC 636(j)(10) each Program Participant is required to submit a business plan to SBA as condition of participation and to review that plan with the Agency annually. SBA is collecting this information to ensure continuing eligibility for participation in the 8(a) Business Development Program to the requirements listed in 13 CFR 124.112.

All information collected will be protected to the extent permitted by law, including the Freedom of Information Act, (5 U.S.C. 552), Privacy Act (5 U.S.C. 555a) and the Right to Financial Privacy Act of 1978 (12 U.S.C. 3401).

1. Business Information:

Month / Day / Year

The following fields have been filled with information from SBA records, please review and correct the pre-filled data and enter missing data as appropriate.

Case No.: _____ SBA Customer Number: _____ CCR/DSBS Last Updated: _____
 8(a) Approval Date: _____ Transition Stage Date: _____ 8(a) End Date: _____
 Company Name: _____
 Address: _____
 City: _____ State: _____ ZIP: _____
 E-mail Address: _____ Phone No.: _____ FAX No: _____

2. **Personal Financial Information:** A Personal Financial Statement, SBA Form 413, must be completed and submitted for each disadvantaged owner upon whom 8(a) certification was based. Each individual reporting must also include their most recent tax return, including all schedules, attachments and supporting 1099 forms. [13 CFR 124.112 (b) (3)]
3. **Annual Compensation Data:** A record of all payments, compensation, and distributions (including loans, advances salaries and dividends) made by the participant to each of its owners, officers or directors, or to any person or entity affiliated with such individuals. Use Individual Compensation Worksheet, Attachment A. [124.112 (b) (5)]
4. **Transferred Assets:** A record from each individual claiming disadvantaged status regarding the transfer of assets for less than fair market value to any immediate family member or to a trust any beneficiary of which is an immediate family member, within two years of the date of this annual review. [124.112 (b) (4)] Have any assets been transferred since last review. Yes ☐ No ☐
If yes, please explain on a separate sheet of paper.
5. **Business Tax Return:** A copy of the participant firm's most recent year-end business tax return including all schedules and attachments and a completed copy of IRS Form 4506, request for copy or transcript of Tax Form must be included with this 8(a) annual update. [124.112 (b) (7)]
6. **Business Structure/Ownership Changes:** Have there been any changes in the Partnership Agreement, Articles of Incorporation, By-Laws or stock issues since your firm was certified for 8(a) participation that have not been previously reported to SBA? Yes ☐ No ☐ If yes, please submit information about those changes with this annual update. [124.112 (a)]
7. **Adverse Actions:** Are there any pending adverse actions (such as lawsuits, delinquent tax problems, contract disputes, etc.) which may affect your business operation? Yes ☐ No ☐ If yes, please explain on a separate sheet of paper. [124.112 (b) (2)]
8. **Business Financials:** Copy of latest firm's Balance Sheet and Income Statements.
9. **Access to credit and Capital:** List all loans, lines of credit or other sources of capital available to the participant firm. [124.302 (b) (3)]

Loan(s): Provide the following information for each loan.

Source: _____ Date of Loan: _____
Month / Day / Year

Purpose of Loan: _____

Original Amount: \$ _____ Balance: \$ _____ Status of Loan: _____

Secured by: _____

Terms: _____

Line(s) of Credit: Provide the following information for each line of credit.

Source: _____ Date of Loan: _____
Month / Day / Year

Purpose of Loan: _____

Original Amount: \$ _____ Balance: \$ _____ Status of Loan: _____

Secured by: _____

Terms: _____

10. Other Sources of Capital: Please list all other sources of capital available to participant firm.

Source: _____ Date of Loan: _____
Month / Day / Year

Purpose of Loan: _____

Original Amount: \$ _____ Balance: \$ _____ Status of Loan: _____

Secured by: _____

Terms: _____

11. Bonding Information: If a construction firm, what is current bonding limit? [124.302 (b) (4)]

Single job: \$ _____ Aggregate: \$ _____

Individual Surety: _____ Corporate Treasury Listed Surety: _____

Is SBA guaranty required? _____ ☐ Yes ☐ No ☐ Sometimes

12. Business Activity Report: On a separate sheet of paper provide a report of all non-8(a) contracts, options and modifications affecting price executed during the program year. Indicate below, total of all non-8(a) revenue and 8(a) revenue earned during the program year. [124.509 (c) (ii)]

This report will be made for the program year starting on _____ and ending _____
Month / Day / Year Month / Day / Year

Non-8(a) sales:	\$ _____	(_____ %)
8(a) sales	\$ _____	(_____ %)
Total sales	\$ _____	(_____ %)
for program year:	\$ _____	(100 %)

How many competitive solicitations (private, federal, state or local) have you responded to within the last program year?

Commercial: _____ Local government: _____ State government: _____
Federal Non-8(a): _____ Federal 8(a): _____ Total: _____

Please explain on a separate sheet of paper the efforts made by your firm to pursue non-8(a) sales during the last program year.

13. Number of Employees: Please indicate how many employees you have.

Full time _____ Part time _____ as of _____
Month/Day/Year

14. Mentor/Protégé: For the program year being reviewed were you a participant in an SBA approved or any approved mentor/protégé agreement? [124.520] ☐ Yes ☐ No If yes please complete Attachment "B" Mentor/Protégé Worksheet.

15. Joint Venture: Are you a participant in a joint venture (JV) agreement(s)? [124.513]

☐ Yes ☐ No

For each joint venture indicate:

JV Partner

JV Name

Award date

Prime Contract #

16. Taxes: Indicate taxes your firm paid for fiscal year ending _____ by jurisdiction:

Federal: \$ _____
State: \$ _____
Local: \$ _____

17. Contract Forecast: Each participant must annually forecast its needs for contract awards for the next program year. The forecast must include the aggregate dollar value of 8(a) contracts broken down by sole source and competitive opportunities where possible; the aggregate dollar value of non-8(a) contract; the types of contract opportunities identified by product or service. [124.403 (b)]

	8(a) Forecast	Non-8(a) Forecast
Sole Source	\$ _____	\$ _____
Competitive	\$ _____	\$ _____
Total	\$ _____	\$ _____

Total Forecast (includes both 8(a) and Non-8(a)): \$ _____

Briefly identify the types of contract opportunities sought.

Transition Management Plan

Beginning in the first year of the transitional stage of program participation (years 5 through 9) each participant must annually submit a transition management strategy to be incorporated into its business plan. This transition management strategy must describe: 124.403 ©

How you plan to meet the applicable non-8(a) business activity targets, imposed by 124.509 during the transitional stage.
[124.403 (c) (1)]

Indicate the specific steps you intend to take to continue business growth and promote profitable business operations after the expiration of your program term. [124.403 (c) (2)]

CERTIFICATIONS

PARTICIPANT FIRMS OWNED BY INDIAN TRIBES, ALASKA NATIVE CORPORATIONS, NATIVE HAWAIIAN ORGANIZATIONS OR COMMUNITY DEVELOPMENT CORPORATIONS SHALL CERTIFY THEY MEET ALL THE 8(a) PROGRAM ELIGIBILITY REQUIREMENTS AS SET FORTH IN 13 CFR 124.112 TO THE EXTENT THAT THEY ARE NOT INCONSISTENT WITH 124.109, 110 AND 111.

PARTICIPANT FIRMS NOT OWNED BY THOSE ENTITIES SPECIFIED ABOVE SHALL CERTIFY THEY MEET THE REQUIREMENTS OF 13CFR 124.101 THROUGH 124.108.

I CERTIFY THAT ALL INFORMATION SUBMITTED IN THIS 8(a) ANNUAL UPDATE, ATTACHMENTS, AND THE PERSONAL FINANCIAL STATEMENT IS TRUE, CORRECT AND ACCURATE.

Signature of President, Partner or Proprietor

Date

INDIVIDUAL COMPENSATION WORKSHEET

Annual Compensation Data: To be provided for each proprietor, partner, officer, director, and each stock holder owning 10% or more of the company stock. Annual compensation includes all payments, compensation, and distributions, including loans, advances, salaries and dividends. Each individual reporting must include a signed and dated copy of their most recent tax return, including all schedules and attachments. In addition, all supporting 1099 forms must be provided. If a filing extension has been requested, provide a copy of IRS Form 4868, Individual extension request, and a copy of their most recently signed and dated tax return. Tax information provided may be verified with IRS.[124.112(b)(5)]

Name: _____ Title: _____ Ownership % _____

Company Name: _____ SBA Customer Number: _____

Loans: Does your firm have any outstanding loan(s) to you? Yes ☐ No ☐ If yes, please provide the following information for each loan.

Source: _____ Date of Loan: _____ Status: _____
Month/Day/Year

Original Amount: \$ _____ Balance: \$ _____ Secured by: _____

Terms: _____ Purpose of Loan: _____

Annual Compensation:

Salary \$ _____

Bonus(es) \$ _____

Advances \$ _____

Dividends \$ _____

Distributions \$ _____

Other compensation, please specify \$ _____

_____ \$ _____

_____ \$ _____

Total Compensation for period of _____ Through _____ \$ _____
Month/Day/Year Month/Day/Year

Total Compensation for previous year ending _____ \$ _____
Month/Day/Year

MENTOR/PROTÉGÉ WORKSHEET

Your firm participated in or continues to participate in an any approved mentor/protégé agreement with whom:

Date this agreement was approved: _____ Period of agreement: _____

Is your firm the mentor ☐ or the protégé ☐? If your firm is the protégé, the following information must be provided. [124.520 (f)]

List all technical and/or management assistance provided by the mentor to the protégé.

List all loans to and/or equity investments made by the mentor in the protégé.

List all subcontracts awarded to the protégé by the mentor and the value of each subcontract.

List all federal contracts awarded to the mentor/protégé relationship as a joint venture (designating each as an 8(a), small business set aside, or unrestricted procurement), the value of each contract, and the percentage of revenue accruing to each party to the joint venture.

Provide a narrative describing the success such assistance has had in addressing the developmental needs of the protégé and addressing any problems encountered.

The protégé must annually certify to SBA whether there has been any change in the terms of the mentor protégé agreement. If there were no changes, please state so, or if there were changes, please indicate.

PLEASE NOTE: The estimated burden for completing this form is 2 hours. You are not required to respond to any collection of information unless it displays a currently valid OMB approval number. Comments on the burden should be sent to U.S. Small Business Administration, Chief, ABB, 409 3rd St., S.W., Washington D.C. 20416 and Desk Officer for the Small Business Administration, Office of Management and Budget, New Executive Office Building, Room 10202, Washington, D.C. 20503, OMB Approval (3245-0205). **PLEASE DO NOT SEND FORMS TO OMB.**



8(a) ANNUAL UPDATE

Under 15 USC 636(j)(10) each Program Participant is required to submit a business plan to SBA as condition of participation and to review that plan with the Agency annually. SBA is collecting this information to ensure continuing eligibility for participation in the 8(a) Business Development Program to the requirements listed in 13 CFR 124.112.

All information collected will be protected to the extent permitted by law, including the Freedom of Information Act, (5 U.S.C. 552), Privacy Act (5 U.S.C. 555a) and the Right to Financial Privacy Act of 1978 (12 U.S.C. 3401).

1. Business Information:

Month / Day / Year

The following fields have been filled with information from SBA records, please review and correct the pre-filled data and enter missing data as appropriate.

Case No.: _____ SBA Customer Number: _____ CCR/DSBS Last Updated: _____
8(a) Approval Date: _____ Transition Stage Date: _____ 8(a) End Date: _____
Company Name: _____
Address: _____
City: _____ State: _____ ZIP: _____
E-mail Address: _____ Phone No.: _____ FAX No: _____

2. Personal Financial Information: A Personal Financial Statement, SBA Form 413, must be completed and submitted for each disadvantaged owner upon whom 8(a) certification was based. Each individual reporting must also include their most recent tax return, including all schedules, attachments and supporting 1099 forms. [13 CFR 124.112 (b) (3)]
3. Annual Compensation Data: A record of all payments, compensation, and distributions (including loans, advances salaries and dividends) made by the participant to each of its owners, officers or directors, or to any person or entity affiliated with such individuals. Use Individual Compensation Worksheet, Attachment A. [124.112 (b) (5)]
4. Transferred Assets: A record from each individual claiming disadvantaged status regarding the transfer of assets for less than fair market value to any immediate family member or to a trust any beneficiary of which is an immediate family member, within two years of the date of this annual review. [124.112 (b) (4)] Have any assets been transferred since last review. Yes ☐ No ☐
If yes, please explain on a separate sheet of paper.
5. Business Tax Return: A copy of the participant firm's most recent year-end business tax return including all schedules and attachments and a completed copy of IRS Form 4506, request for copy or transcript of Tax Form must be included with this 8(a) annual update. [124.112 (b) (7)]
6. Business Structure/Ownership Changes: Have there been any changes in the Partnership Agreement, Articles of Incorporation, By-Laws or stock issues since your firm was certified for 8(a) participation that have not been previously reported to SBA? Yes ☐ No ☐ If yes, please submit information about those changes with this annual update. [124.112 (a)]
7. Adverse Actions: Are there any pending adverse actions (such as lawsuits, delinquent taxes, bankruptcy filings, creditor problems, contract disputes, etc.) which may affect your business operation? Yes ☐ No ☐ If yes, please explain on a separate sheet of paper. [124.112 (b) (2)]
8. Business Financials: Copy of latest firm's Balance Sheet and Income Statements.
9. Access to credit and Capital: List all loans, lines of credit or other sources of capital available to the participant firm. [124.302 (b) (3)]

9. Continued:

Loan(s): Provide the following information for each loan.

Source: _____ Date of Loan: _____
Month / Day / Year

Purpose of Loan: _____

Original Amount: \$ _____ Balance: \$ _____ Status of Loan: _____

Secured by: _____

Terms: _____

Line(s) of Credit: Provide the following information for each line of credit.

Source: _____ Date of Loan: _____
Month / Day / Year

Purpose of Loan: _____

Original Amount: \$ _____ Balance: \$ _____ Status of Loan: _____

Secured by: _____

Terms: _____

10. Other Sources of Capital: Please list all other sources of capital available to participant firm.

Source: _____ Date of Loan: _____
Month / Day / Year

Purpose of Loan: _____

Original Amount: \$ _____ Balance: \$ _____ Status of Loan: _____

Secured by: _____

Terms: _____

11. Bonding Information: If a construction firm, what is current bonding limit? [124.302 (b) (4)]

Single job: \$ _____ Aggregate: \$ _____

Individual Surety: _____ Corporate Treasury Listed Surety: _____

Is SBA guaranty required? _____ ☐ Yes ☐ No ☐ Sometimes

12. Business Activity Report: On a separate sheet of paper provide a report of all non-8(a) contracts, options and modifications affecting price executed during the program year. Indicate below, total of all non-8(a) revenue and 8(a) revenue earned during the program year. [124.509 (c) (ii)]

This report will be made for the program year starting on _____ and ending _____
Month/ Day/ Year Month/ Day/ Year

Non-8(a) sales:	\$ _____	(_____ %)
8(a) sales	\$ _____	(_____ %)
Total sales	\$ _____	(_____ %)
for program year:	\$ _____	(100 %)

How many competitive solicitations (private, federal, state or local) have you responded to within the last program year?

Commercial: _____ Local government: _____ State government: _____
Federal Non-8(a): _____ Federal 8(a): _____ Total: _____

Please explain on a separate sheet of paper the efforts made by your firm to pursue non-8(a) sales during the last program year.

13. Number of Employees: Please indicate how many employees you have.

Full time _____ Part time _____ as of _____
Month/Day/Year

14. Mentor/Protégé: For the program year being reviewed were you a participant in an SBA approved or any approved mentor/protégé agreement? [124.520] ☐ Yes ☐ No If yes please complete Attachment "B" Mentor/Protégé Worksheet:

15. Joint Venture: Are you a participant in a joint venture (JV) agreement(s)? [124.513]

☐ Yes ☐ No

For each joint venture indicate:

JV Partner

JV Name

Award date

Prime Contract #

16. Taxes: Indicate taxes your firm paid for fiscal year ending _____ by jurisdiction:

Federal: \$ _____
State: \$ _____
Local: \$ _____

17. Contract Forecast: Each participant must annually forecast its needs for contract awards for the next program year. The forecast must include the aggregate dollar value of 8(a) contracts broken down by sole source and competitive opportunities where possible; the aggregate dollar value of non-8(a) contract; the types of contract opportunities identified by product or service. [124.403 (b)]

	8(a) Forecast	Non-8(a) Forecast
Sole Source	\$ _____	\$ _____
Competitive	\$ _____	\$ _____
Total	\$ _____	\$ _____

Total Forecast (includes both 8(a) and Non-8(a)): \$ _____

Briefly identify the types of contract opportunities sought.

Transition Management Plan

Beginning in the first year of the transitional stage of program participation (years 5 through 9) each participant must annually submit a transition management strategy to be incorporated into its business plan. This transition management strategy must describe: 124.403 ©

How you plan to meet the applicable non-8(a) business activity targets, imposed by 124.509 during the transitional stage.
[124.403 (c) (1)]

Indicate the specific steps you intend to take to continue business growth and promote profitable business operations after the expiration of your program term. [124.403 (c) (2)]

CERTIFICATIONS

PARTICIPANT FIRMS OWNED BY INDIAN TRIBES, ALASKA NATIVE CORPORATIONS, NATIVE HAWAIIAN ORGANIZATIONS OR COMMUNITY DEVELOPMENT CORPORATIONS SHALL CERTIFY THEY MEET ALL THE 8(a) PROGRAM ELIGIBILITY REQUIREMENTS AS SET FORTH IN 13 CFR 124.112 TO THE EXTENT THAT THEY ARE NOT INCONSISTENT WITH 124.109, 110 AND 111.

PARTICIPANT FIRMS NOT OWNED BY THOSE ENTITIES SPECIFIED ABOVE SHALL CERTIFY THEY MEET THE REQUIREMENTS OF 13CFR 124.101 THROUGH 124.108.

I CERTIFY THAT ALL INFORMATION SUBMITTED IN THIS 8(a) ANNUAL UPDATE, ATTACHMENTS, AND THE PERSONAL FINANCIAL STATEMENT IS TRUE, CORRECT AND ACCURATE.

Signature of President, Partner or Proprietor

Date

INDIVIDUAL COMPENSATION WORKSHEET

Annual Compensation Data: To be provided for each proprietor, partner, officer, director, and each stock holder owning 10% or more of the company stock. Annual compensation includes all payments, compensation, and distributions, including loans, advances, salaries and dividends. Each individual reporting must include a signed and dated copy of their most recent tax return, including all schedules and attachments. In addition, all supporting 1099 forms must be provided. If a filing extension has been requested, provide a copy of IRS Form 4868, Individual extension request, and a copy of their most recently signed and dated tax return. Tax information provided may be verified with IRS.[124.112(b)(5)]

Name: _____ Title: _____ Ownership % _____
 Company Name: _____ SBA Customer Number: _____

Loans: Does your firm have any outstanding loan(s) to you? Yes ☐ No ☐ If yes, please provide the following information for each loan.

Source: _____ Date of Loan: _____ Status: _____
Month/Day/Year

Original Amount: \$ _____ Balance: \$ _____ Secured by: _____

Terms: _____ Purpose of Loan: _____

Annual Compensation:

Salary \$ _____

Bonus(es) \$ _____

Advances \$ _____

Dividends \$ _____

Distributions \$ _____

Other compensation, please specify \$ _____

_____ \$ _____

_____ \$ _____

Total Compensation for period of _____ Through _____ \$ _____
Month/Day/Year Month/Day/Year

Total Compensation for previous year ending _____ \$ _____
Month/Day/Year

MENTOR/PROTÉGÉ WORKSHEET

Your firm participated in or continues to participate in an any approved mentor/protégé agreement with whom:

Date this agreement was approved: _____ Period of agreement: _____

Is your firm the mentor ☐ or the protégé? ☐? If your firm is the protégé, the following information must be provided. [124.520 (f)]

List all technical and/or management assistance provided by the mentor to the protégé.

List all loans to and/or equity investments made by the mentor in the protégé.

List all subcontracts awarded to the protégé by the mentor and the value of each subcontract.

List all federal contracts awarded to the mentor/protégé relationship as a joint venture (designating each as an 8(a), small business set aside, or unrestricted procurement), the value of each contract, and the percentage of revenue accruing to each party to the joint venture.

Provide a narrative describing the success such assistance has had in addressing the developmental needs of the protégé and addressing any problems encountered.

The protégé must annually certify to SBA whether there has been any change in the terms of the mentor protégé agreement. If there were no changes, please state so, or if there were changes, please indicate.

PLEASE NOTE: The estimated burden for completing this form is 2 hours. You are not required to respond to any collection of information unless it displays a currently valid OMB approval number. Comments on the burden should be sent to U.S. Small Business Administration, Chief, AIB, 409 3rd St., S.W., Washington D.C. 20416 and Desk Officer for the Small Business Administration, Office of Management and Budget, New Executive Office Building, Room 10202, Washington, D.C. 20503. OMB Approval (3245-0205). **PLEASE DO NOT SEND FORMS TO OMB.**